HENEY ANSWERS QUESTIONS MADE BY ATTORNEYS FOR DEFENSE

gate land frauds. I came here on a simple employment to try one case, the Puter cose, where the indictment had already been found, with a limited appointment to that purpose only; and while trying that case, it developed that people in power were protecting other criminals, and at great sacrifice to my own personal business, and solely and simply because I felt it was a dity that I awed to my country, I remained here, and I am still here drawing a salary that would not commence to pay my office expenses at home. And I am here because I believe in American manhood and American integrity. I am here because I believe, as demonstrated to me by an Oregon grand lury, that the standard of manhood and integrity in Oregon is so high that the question as to whether a man occupies public office or not will cut no figure in the determination of the jury that tries him. If I did not believe that, I would have gone home long ago.

I sought out Senator Mitchell, it is charged, and let the land thieves go. How many men were indicted by that grand jury. In round numbers, 89; and you know the class of men who were included in it. Does that look as if I, or the grand jury, were seeking a victim in the person of Senator Mitchell? But Kribs, the billy-goat, the biggest the of them all, was let go, and says the story for the defendant. "Answer, Mr. Heney, as to that, why you let him go and sought out Senator Mitchell on a Heney, as to that, why you let him go and sought out Senator Mitchell on a mere rechnical statutory offense." I think I can answer it without going out-side of the record that is in this case. Let us try to answer it from the indicti-ment liseli. The indictment says that Kribs was engaged in the business of procuring and siding divers persons to make applications to purchase timber lands; and to out it in a more simple form, that they were making talse affi-daylts that they were taking up these timber hads for themselves while being paid for doing it and when they got the phid for doing it, and when they got the title they would turn the title over to Kribs. Now, that is the sum and sub-Stance of the charge as to the business that he was in. Now, what were those lands that he suborned perjury in because that is the offense that Krihs committed. They were the lands that he employed thir firm of Mitchell & Tanner to have to so to patent,

Barred by Limitation.

duty in the matter of gettling back those lands. I think you can assume that, now that Kribs has testified, and knows that the statute of limitations has run egainst his crime, that very little time will be lost in bringing that civil suit. Does that answer it? There were affidavits being taken out here-let me be entirely fair now-by Stratford, and that was in October, 1801, and if kribs had subcorned any of these people to make fairs affidavits at that time, be would be liable for subcornation of perjury; but the letters of at that time, he would be liable for sub-ornation of perjury; but the letters of February 8 and February II of Tanner to Mitchell, show that these affidavits had all been taken more than three years be-fore this grand jury met, and they were barred by the statute of limitations. Had Mr. Kribs known, it is possible we wouldn't have got there Mitchell checks from him; had kribs known, it is possible we wouldn't have getten any evidence out of him.

Now, why was not an indictment brought in against Senator Mitchell for autorimation of perjury after Tanner had confessed. The evidence shows that the grand jury adjourned the day of that confession but met again to hold one week. It then expired by operation of law—the chid of the term. A new term commenced. And in that week a great many indictments were crowded, and, insamuch as Senator Thurston has asked me the question, there were some indictments found that were not returned because the indictments were not prepared. Among the number was one against this defendant.

Badge of Fraud.

Now, in that connection I want to show you by these tetters and by the testimony, that when Kribs first came to Tanner, he told Tanner that the only trouble with these entries was that he had acquired them all on or about the day that finni proof was made. Well, if a scring of 40 people came up to make trouble with these entries was that he had acquired them all on or about the day that final proof was made. Well, if a string of 40 people came up to make proofs on timber lands, and you were Register of the Land Office, and you found that the very minute that they had the proof made—and mark you, they deeded it to Mr. Kribs, and you knew that Mr. Kribs was representing the millionaire Pillisbury, of Minnesota, and perhaps other great timber speculators of the United States, so that the suggestion was made by the attorney for the defence that he was representing a timber syndicate—if you knew that fact, and the moment these people proved up, they deeded it. I ask you if you would not consider that a badge of fraud, and if the suggestion would not comsider that a badge of fraud, and if the suggestion would not come to your mind that Kribs was perhaps furnishing the money for all these final proofs and paying these people 30 to 30 apiece for their timber rights? Did Mitchell know that? Didn't Tanner tell him that? Kribs told it to Tanner. Tanner wrote it to Milchell in several of these letters, he arose him an argument upon it, stating that it had been held by the department that that fact, standing sione, was not sufficient evidence of fraud. Wells we have not the case before us, but I presume that it was a care where it was a single entry, and that the entryman had turned over the land the day that he proved up on libids and it And standing sione, that would not suggest fraud to your mind very strongly. but suppose that it appeared that in some small town, and it had all been taken up at the estimating alone, that would not suggest fraud to your mind taken a piece of timber land, and it had all been taken up at the estimating alone, was not that it made one big block of your inagnificent timber, they all proved in on the same day, and Kribs was

You would be rapidly reaching the conclusion that perhaps those claims were obtained by fraud. Now, suppose that, in addition to these 40 claims, 30 more claims were brought in by this same Kribs, this Minnesota timber man, and that heading the list was the name of S. A. D. Puter, of unsavory reputation we are told, and suppose that it afterwards appeared that Poter still claimed an interest with Kribs in these 30 claims, and Tanner's letter to Mitchell of April B. Issates this fact, and it says something class, very significant, because this is before these pattents issued—April B. Issates this fact, and it says something class, very significant, because this is before these pattents issued—April B. Issates this fact, and it says something class, very significant, because this is before these pattents issued—April B. Issate the letter from Tanner to Mitchell: "In regard to lists 1, 2 and 3, involving timber entries of which I have been heretofore writing you, I wish to draw your attention to the fact that one S. A. D. Puter is in some way interested in list No. 3; he has no connection with the other two llats. He has heretofore had some contract with the people I represent to procure redwood lands in California, and has gotten into some controversy with them on account of his failure to comply with his agreement, and I fear is disposed, unless he can force them to a settlement satisfactory to him in regard to the California lands, to make trouble with the list No. 3 referred to." Aha, Puter, whom, as we shall see presently, he speaks of as a very land character, of known bad reputation, "has an agreement with these people I represent with the speaks of as a very land character, of known bad reputation, "has an agreement with these people I represent with the list No. 3 referred to." Aha, Puter, whom, as we shall see presently, he speaks of as a very land character, of known bad reputation, "has an agreement, and a commission to Puter? Is that the transaction? Was the transaction, and a commission to Puter? Is

Puter's Redwood Claims. Ought be not to have carefully

Ought be not to have carefully examined the report of Stratford- and we don't know what that report was before he did anything on it? Now, let us go on. There are not very many ways, you know, in which Puter could get these redwood lands for him, so that while it doesn't state the way here, we know there are only a few ways. "I am informed that he (Puter) has started East, taking with him F. P. Mays, who will probably shortly turn up in Washington and endeavor to prevent list No. 2 from being passed for patent, unless he can force the settlement out of the people he had the contract with in regard to the redwood lands in California, and try to get the list remanded for hearing in the local office so as to hold it over our people as a club to try and force a settlement of the other matter."

Now, wait a moment. When you file on a piece of timber land bona lide, prove up on it, get your final receipt, as a matter of law, you are just as well off as you will be when you get your patent. As a matter of law, that final receipt vests the equitable title in you, and you can sell or transfer that land to anybody, and nobody heatistates to buy on a final receipt if he knows who the man is who makes the sale to him. Why? Because if there was no fraud in the transaction, you are just as safe after you have your final receipt; you have just as much control over your and as you do after you get your patent. But now, significant, if there is any fraud in it, the purchaser from you takes subject to the right of the Government to refuse to give the patent, and to set the thing aside. It using only an equifable title, the purchaser from you after you get your final receipt, can have the land taken away from him by the Government, by the Government refusing to issue patent, at any time before that patent is signed by the Prendent of the United States.

Why Early Patent Is Wanted.

Why Early Patent Is Wanted.

Consequently, if you secure a lot of lands by frand, it is urgent that you should get patent at the earliest day possible. Now why? Because the moment the Government parts with the legal title, then you sell that plece of land to a man who has no knowledge of the fraud, or knowledge of facts sufficient to put any reasonable man upon inquiry in regard to the fraud, and he takes a title that is indefeasible as between him and the Government. The Government could prove ten thousand times over that it was obtained by fraud by you, in the first instance, and it could not take it away from me, who hought it of you without knowing of the fraud, if I bought after the patent, But if I bought one day before the patent, and the Government discovered it, my equitles are the same as those of the man from whem I bought; if it was obtained by fraud, I don't get a good title as against the Government. Now, suppose that a timber speculator, or two or three timber speculators, come and want to employ you as an atterney. To do what? He has proven up on his lands; he has the titles insofar as the final receipt can give them to him; but he wants to get the legal title into his hands and get it just as quick as he can. Why? Why, in the first place, the Government itself has suspected the bona fides of the thing by reason of the fact that so many claims went to one man on the day, or immediately after the final proof was made, and has sent an agent out to inspect, and to go to see the entrymen and see if they are bona fide, and proof was made, and has sent an agent out to inspect, and to go to see the entrymen and see if they are bona fide, and see it they will make an affidavit that they took it up bona fide-another affidavit. Now then, if you bought these lands under a transaction such as Kribs was working under, wouldn't you be alarmed for fear some of the forty would fall down and tell the truth about it, and say to the Government officer, "Why, yes, I got \$10 from Mr. *Kribs, or I got \$50 from Mr. Kribs for filing on this piece of land, under an agreement that I deed it to him as soon as I got the title, and he paid the final proof money?"

Disposes of Lands.

Disposes of Lands.

Wouldn't Kribs be alarmed for fear some such thing as that should happen, and he would lose all this land after having paid for it, because, mark you, he has paid the Government for it when the final proof is made, if those are the circumstances, by his putting up the motey for the entryman. With all that money invested, wouldn't he be alarmed? Now, being alarmed, what would he do? He would say to himself, "I must get patents to those lands as soon as possible, and the minute I get patents I must sell them to somebody cise, who will be a bona fide purchaser. If I cannot find anyone cise, Pillsbury will do, because he will never ask any questions, and he will always swear he didn't know, and of course I won't swear that I told him, and Pillsbury can hold them." Now, then, what is the next step that he would take? He would say, "Well, now, let us see who is the best man to get to hurry those to patent for me? That is a matter that is within the power of the commissioner of the general land office? Binger Hermann, Where is Binger Hermann from? How am I going to get a pull on Binger Hermann? Why, he is from Oregon, Um-um, Well, now, I need somebody in Oregon."

other case. Admit it. The offense is just as bad, is committed just the same, whether the lands were crooked or not crooked, but I tell you that the very fact that the claimant of these lands showed this great anxiety to have it taken from the bottom of the file and put on top, so at the earliest moment possible he could get the patent and the legal title into his own name, is a badge of fraud of great enough significance to any atterney of the intelligence of John H. Mitchell: to any public man of the intelligence of John H. Mitchell; it is sufficient badge of fraud to put him upon notice that these timber speculators from Minnesota were endeavoring to use his influence as a United States Senator to get the advantage of the Government, to steal the magnificent timber lands in the State of Oregon for syndicates, and for foreigners, and especially when he is apprized of the fact that Puter furnished one of these lists and still has an interest in it. Let us see what else he says in one of these lists and still has an interest in it. Let us see what else he says in this letter that we were reading from: "You probably know something of Mr. Puter, he says, after telling him of Puter having this interest," and I do not need to warn you as to the character of the man. Mr. Mays does not represent our people, but is coming there in the interest of Mr. Puter to make trouble," coming there in the interest of Mr. Puter to make trouble "coming there in the interest of Mr. Puter to make trouble unless they can force this settlement referred to. "I explain this situation to you so that if they should come there asking your assistance in the matter, you will understand that it refers to one of the lists of lands that I am interested in having passed for patent, for the reasons I have already explained."

That Significant Statement. Now mark this significant statement:

Now mark this significant statement: "If Mr. Puter attempts anything of the kind." that is to have this list No. 3, which is headed with his name, these 30 claims that the second contract of \$100.00 was made for, sent back to the local land office for further examination—a very dangerous proposition because unless everyone of the entrymen continued to perjure himself when pressed as to where he got his money, he might have great difficulty in showing that he could raise that much money, except to get it from Kribs—there was very great danger that the titles might be lost, so he says: "If Puter attempts anything of that kind, the fact that he and his wife are cutrymen in the list should be sufficient to silence him from complaining that there is anything wrong in connection with them, and, indeed there is nothing wrong with them, and the main purpose he would have in getting a delay and a hearing in the local office, is, as I have already said, to use it as a club on account of the other matter. I am in hopes that the matter in controversy between him and the people I represent may be adjusted, in which case, I presume he would have no opposition to make to list No. 3, and would be anxious to have the land passed to patent." Evidently, he is going to get some more money out of this list No. 3. "But I should think it would be better for him to let the matter entirely alone, as a man of his reputation interfering might at once raise the grayest suspicion as to the clearacter of the entries." What? A man of Puter's reputation interfering and "need not warn you about him." "you probably know something of Mr. Puter's reputation. A man of Puter's reputation of Puter's reputation. once raine the gravest suspicion as to the character of the entries." What? A man of Puter's reputation interfering. And "I need not warn you about him"; "you probably know something of Mr. Puter's reputation. A man of Puter's reputation as to the character of the entries.

If that is so, when Mr. Tanner sees Puter's name at the head of that seedend list of 20 claims, when he knows that Kribs is a timber speculator from Minnesota-because he testifies that he did know, and that he told Mitchell so in October, 1991, before Mitchell wrote his first letter to the department from Portland in regard to these claims. Tanner testifies that he then told Mitchell who Kribs was and what his business was. With that knowledge then, that Puter was mixed up in this whole list and had an interest in it, a man whose reputation would raise the greatest suspicion at once in the Land Office: with Kribs, a timber speculator, admitting that he bought them all on or about the day they were proved up, what does your Senator from Oregon de? Does he hesitate? Does he say, "The timber lands of Oregon are for Oregon people; we want to save that magnificent linheritance for the Oregonians and their descendants." Does he say. "This thing has the appearance of traud upon the face of it. I will have nothing to do with it; I want none of their money; they could have no object in seeking to force these lands through to patent in such a hurry except to get the legal title go as to dispose of it to an innocent purchaser and har the United States from getting its lands." But if he did not say that, when he found these lands were claimed by a timber speculator by the name of Kribs; when he found by the letters from Tanner that Kribs was expecting his influence as a United States Senator to get them through, and was willing to furnish other influences from Minnesota. Wisconsin and New York as Tanner wrote him and wired asking if he wanted assistance, and repiled. "No, that Binger Hermann was dong very nicely by them and pushing them along as rapidly

Mitchell Did the Work.

will be a bona fide purchaser. If I cannot to the bone.

Mitchell Did the Work.

That brings me to the point: They will do the will always swear he didn't know, and he will alway swear he didn't know, and he will always swear he didn't know, and the will know, and the was making a charge for his own of his commissioner of the general land office. Well, and never even wrote a letter to the meat here was a from Oregon, it men. Where is lingued that the was making a charge for his own and the was making a charge for his own here any department in Washington that he was making a charge for his own here any department in Washington that he was not contracted by the washington that he was not contracted any department in washington. What is the men to have a pull with filinger Hermanna. Why, he is from Oregon, he he men in politic for any department, but always to the first of the month, and he has already written a letter in regard to this. Now, the first one that the washington the contract between the he was the first one that the washington the contract between the he was the first one that the washington the contra

Lustes he if I have attempted to do exceed of a grand pitty they charge of a grand pitty the charge of a grand pitty they charge of a grand pitty the grand pitty they charge of a grand pitty

What Advice Needed He?

What advice did he need, in regard to those claims? Did he pass on one of those stereotyped affidavits that every one would make the same, and charge him \$1000 for that and for writing the letter to Mitcheil? Now what did Mitcheil do? That gas on the 16th of October. What was done at the time? Didn't Kribs go to Mitcheil? Doesn't he testify that he saw Mitcheil a tew days later and told him that he had employed Tanner to secure these patents, and that he wanted Tanner to write a letter to the department about it, and did not Mitcheil on the 22d of October, only a week later, write that letter? And Mitcheil services were not to be included in this charge. ment about it, and did not Mitchell on the 22d of October, only a week later, write that letter? And Mitchell's services were not to be included in this charge. What did Mitchell say in the letter? "At the instance of friends who are interested, I desire to be advised as to the present status of the following timber entries in the Roseburg Land District, Oregon. I hope you will let me have this as soon as convenient, and I will confer with you personally in regard to the same when I reach Washington. That personal conference is what the thousand dollars was for; to go to Binger Hermann and whisper in his ear, "I am interested, Binger, in getting this thing through." Did he go? They say there is no evidence of it. There is no evidence, except his own letters admitting that he did it. That is the only evidence. That may not be very good evidence, but it is the best the Government could find. In the first place, there are letters from Mitchell to Hermann asking him to do it; there is that first one. Then on February 14, 182, Mitchell writes to Hermann and says he incloses a letter from Tanner in relation to list No. 2. a part of these forty claims, and winds up by saying: "I will be gratified if they can be expedited as speedily as possible looking to the final conclusion of these cases," Now, the former letter of Tanner does not say anything about expediting them, only asks for the status of the cases; but the rider, the other letter that goes with it, explains what he wants, and Mitchell complex. Kribs was not paying for that service.

Goes Into Partnership.

Goes Into Parinership.

Let us suppose for a minute that Tanner was honest in the belief that he expressed here in regard to those services, as to what that contract meant. What does it mean? It amounts to this: Let us see what this case is before we go any further. They say it was a simple one and that I spent five hours to explain a simple case. That is not the fact. They deny knowledge, and this knowledge is dependent upon a lot of circumstances which it was necessary to group and show you the meaning of, because naturally you would forget this evidence in the course of a long trial—we all do. Counsel, without notes, cannot recollect this evidence, and of course you cannot, and therefore it was necessary to go over it. Now, what is this case, and let us see if it is not simple?

Mitchell and Tanner were partners practicing law in Portland. Mitchell was elected to the United States Senate and went to Washington. Tanner remained in Portland and they continued in the practice of the law under a contract by which the fees were to be equally divided outside of those for services performed by Mitchell, as shown by Tanner's testimony, on his own initiation in Washington. Parties here employed the firm for work to be done before the department in Washington. It is immaterial to them who does the work, immaterial to them who does the work immaterial to the parties who employ the firm who does the work provided the work is done and accomplishes what they want. The firm was employed and Mitchell did the work. The parties paid for the work by paying Tanner with checks payable to the firm: the firm banked the money, and at the end of each month divided it equally between them, so that Mitchell got his half of all this money is guilty, provided he had knowledge at the time he took the money. What is the evidence of that? It is not that somebody testifies that on the day that money was paid Mitchell saw the check or that the check was deit is not that somebody testifies that on the day that money was paid Mitchell saw the check or that the check was delivered to Mitchell; but it depends upon a long lot of circumstances. Those circumstances when all taken together constitute a chain of evidence which is far more reliable than the direct testimony comstances when an taken together constitute a chain of evidence which is far more reliable than the direct testimony of any witness, because the witness might not be telling the truth. This long list of letters contains statements by Tanner to Mitchell as to where the money was coming from, the testimony in regard to Mitchell seeing and handling the books, the testimony as to his getting a copy of the books for a certain period of time, the testimony as to his examining the books for the purpose of making a new contract with Tanner by which the division of the fees would be altered; all of these facts and circumstances taken together prove conclusively, I think, that it is a fair interence that Mitchell had knowledge. But had knowledge when? That he had knowledge at the time he took these payments.

Considers First Payment.

Tanner says because he is our witness and we are estopped. That is an absurdity, gentlemen, as a matter of law. A man not only is not bound by everything his witness says, but he can put a desen other witnesses on the stand to swear exactly the opposite of a part of what his witness says. In the first, he may be fooled in the witness; in the second place, the witness may be telling some truth and some lies and a party is not bound to put himself at the mercy of any witness. The jury is the judge of the weight of the evidence of a witness, as to each and every part; you may believe some parts and not others, and the Government is not bound by anything. It is true, it vouches for the character of the witness to a certain extent in putting him on the stand. That means that in putting him on the stand. That means that in putting him on the stand. That means that in putting him on the stand. That means that in putting him on the stand is reputation for truth and veracity by bringing in other witnesses to prove that fact, but he can bring all the evidence he pleases that may be exactly the opposite of what the witness has testified to on any point. "I think that you could probably do more personally, there in washigton than i could do here by letter" (reading a lengthy extract from the Benson letter. You find the contract is taken off of it, the first page. There is a suggestion in Tanner's letter that he should say that they represented Oregon people, Oregon clients. This letter is a part of the files of the Land Office. There is where the signature evidentify was texhibiting a hole in the paper!, it is fair to assume, this being a letter, that that was the signature. Whose signature? These as given and the leand Office as S. A. D. Puter's name would, as stated by Tanner's These applications do not show Benson's name, but they show Hyde and other people.

Mitchell Comes to Portland.

Mitchell Comes to Portland.

Mitchell Comes to Portland.

After getting that Letter Mitchell arrives in Portland, October 18, and this Kribs deal is made. Then, on November 2, the October receipts are divided and Mitchell gets his share by getting a check of 18th. November 2, here is the account of Mitchell & Tanner in the Merchante National Bank, showing deposits commencing with October 2 and we find that on the 2d or 3d of each month there was a deposit of 2d own to April, 1900, and from the 2d or 2d of May down to the end of the chapter there is a deposit of about the 3d of the month of 839. There was testiment of 830 a month came in as selaryment of \$300 a month came in as selaryment of \$400 at 100 at 10

In evidence—on the 2d or 3d of each month of \$600 regularly to the firm credit in the Merchants National Bank. The regularity of the amount and the regularity of the day of payment is such that it is a fair inference that that was a salary being received by the firm from some source, down to April, 1960, when it changed to \$250 as a regular deposit. Now, if we examine this firm bank account to see where the money was coming from, or how much money was coming from, or how much money was coming into the firm, we find that it is a liberal education. There is for October 2, \$200 deposited, and October 15, \$200, which was the Kribs check. The only other moneys that came in during that month were \$15 and \$50, so that when there was a division made at the end of that month and the check for \$481.33 was given to Mitchell, and he got a portion of that \$500, or the \$500 payment by Kribs. If we go forward, we see that December 2, when they divided for the month of November, the only deposit made was \$20 during the month; so that the division on December 2 would bring to Mitchell, after dividing the office expenses, less than one-half of that salary, if it was a salary, or less than \$250 one month and another month, and he wuddenly, as the amount he receives doubled and more than doubled, he gets \$451, hearly twice as much, would look then, but that would be look? Oh, but it might be said, "Yes, he would look then, but that would be looking backwards, and he must have knowledge at the time he takes the money." Well, I want to be fair; I say, yes, that is true, but when he accepted it the next time, he accepted it with knowledge, and it is wholly immaterial whether he knew exactly what day it was put there, because by having knowledge and permitting the second one to be deposited t

Runs Through Deposits.

Now, then, run through this and see the deposits that were made, and what is the result? In round numbers, of the 33,000 of the total that is taken in during the four years. \$24,000 is for salary; \$500 a month, \$2000 a year, \$24,000. Six thousand dollars left from other sources; \$5000 of that from these crooked land deals, leaving a balance of only \$1000 in all from other sources. Do you mean to tell me that where a firm is doing business only to that extent that a man would receive two months in succession a check for 5750 and a check for \$750 the preceding month, and then the next month a check for only \$200, and \$200, and \$200 month after month does not know where it is coming from 'Why, I tell you that when you book at the books of that firm as shown by that bank account—leave out these letters now that show where it was coming from—there can be no question on earth but what John H. Mitchell knew that he was getting a pertion of these Kribs fees, because there can be no question but what he knew that the firm had practically no business except this crooked land business. cause there can be no question but what he knew that the firm had practically no business except this crooked land business. On February 13, 192, Tanner writes to Mitchell and says he has made another contract with Kribs for some more lands to be put through; that is the Puter list, and he puts the entry in the book, and he states in the letter of February 13 that there is still a thousand dollars due on this list when they go to patent, because, he says, "Having these lists before you, you can make the same statement to the Hoporable Commissioner about all of them." That is the second list he sent back. "We want to bring to bear all the influence we can to prevent any such action", that is, of sending them back, "and to get those lands passed for patent; not only because it means \$1000 of a fee to me, but also because the entrymen as well as Kribs are all Oregon people, and it would be an injustice to all of them to hold up those entries or to refuse to let them go to queen."

On May 12 he writes and asks him to send a copy of the books from November, 1901, which is the time he left here, down to June. Now, I say that it was because he wanted to see whether he was getting his share of this money or not; whether that was the money that was coming to him. There can be no question about it, it seems to me. May 27 Tanner writes Mitchell and asks for some evidence that the claims will be patented so as to satisfy the parties; and in that letter he says. "We are entitled to an additional fee of \$1900 in this matter, but I presume the party will want some evidence that they are passed to patent." Now, immediately after he gets that letter, Mitchell receives this copy of the books and these letters. He had received these other letters about these other fees, and he receives that copy of the hooks which has in it all of these payments, from Burke and from Benson and the February 13 payment from Kriba Now what happens? Getting that letter, and wiring him that it has gone through, he gets a check that jumps up to \$190 again. Do you think he knew that the \$1000 Kriba pald was included in that, and that he was getting it? Do you think he knew it when he looked through the books in 1802, when he was here, and again in 1904, when he was here and again in 1904, when he was here and again in 1904, when he was here and again in 1904 before the October payment was made? Oh, they say. "He did not have the books long." What books are they? This is the book from November, 1901, to the time he was here, July, 1902. That is that much.

States National Bank left vacant one of the most desirable banking-rooms in the city, in the very center of the banking and financial district, which, with the changes now being made in it, will admir-ably serve the needs of the Title Guarantee & Trust Company for the time being and enable it to render ever better ser-vice in a more economical way than at present.

The company was established April 18, 1887, being the first trust company incorporated in the State of Oregon. Its offices were then in the First National Bank building. Subsequently it moved, in order to obtain more room, into the Abington building, and as business grew, it again moved into the Worcester Block Upon the erection of the Chamber of Commerce, it was the first tenant to oc-cupy offices on the ground floor. The company was reincorporated under its present charter as the Title Guarantes & Trust Company, with practically the same stockholders and officers as formed the first company, which was known as The Real Estate Title & Trust Company. For some time past The Title Guarantee & Trust Company has felt the necessity of having a building erected for its special purposes, but the company's growth



All Nervous, Blood, Skin and Private Diseases of Men

and early cure in toese troubles in the majority of instances where the or-dicary practitioner falls to relieve.

STOMACH, HEART, LIVER, KIDNEY, BLADDER, THROAT AND NERVE TROUBLES are very quickly relieved and a permanent cure made in all curable cases. We frankly tell you if your case is incurable. We will have no person's money except for benefits received.

Dr. W. Norton Davis & Co.

are an association of eminent physicians, experienced surgeons and expert apecialists, with abundant capital, established in 1889, for the purpose of treating

ALL CURABLE MEDICAL AND SURGICAL DISEASES OF MEN. They will accept no case for treatment except certain that they can ect a cure, nor will they make any charge in case of failure.

Dr. W. Norton is & Co, are undoubtedly the greatest authorities on

DISEASES OF MEN in the United States. They are the founders of the only system of treatment which will cure varicocele, impotency and other forms of weakness, with any legree of certainty. This is a statem of home treatment which locally stimulates the prostate gland. A similar method is now employed by nearly every specialist of note in America.

THE REASON why "weak men" are frequently not cured is because the trouble is com-plicated with "diseases of the prostate gland" or with "urethral obstruc-tion." Our treatment cures where others fail.

WE USE A CRAYON

One-Fourth Size.

made of medicated "cocoa butter," which dissolves readily at the temperature of the body. This easily passes the smallest obstruction without pain. It heals the inflammation and removes the congestion and swelling. The remedy reaches the weakened "seminal ducts," heals them and stops unnatural drains. In most cases internal medicine is required also. The used in complicated cases. The patient places it without any trouble at night by means of

THE APPLICATOR

One-Fourth Size.

which is made of hard rubber and is similar to a syringe. Thus, without

which is made of hard rubber and is similar to a syringe. Thus, without any trouble whatever, the healing process goes on while you sleep.

This is also the most successful method known of treating "Frequent and Paintul Urination of Men."

We prescribe for each individual case, using many different formulas in crayons. If you have used a similar treatment, do not be discouraged before you have consulted us.

A personal interview is desirable, but if you can not call, write us, giving your symptoms in full.

Our home treatment is successful, even in complicated cases. Strictest confidence observed. Plain envelopes used in all correspondence. Instructive book for men sent free, securely scaled.

WE GUARANTEE A CURE IN EVERY CASE WE UNDERTAKE OR CHARGE NO FEE.

CONSULTATION FREE. All correspondence is sacredly confidential.
Office hours—9 A. M. to 5 P. M. and 7 to 8. Sundays and holldays, 16 A.
M. to 12 M.