

SECOND CARDWELL CASE AT ISSUE

Fifty Two Witnesses Have Been Called to Give Testimony.

SAME DEFENSE OFFERED

Defendant Contends Delivery of 36 Dressed Hogs in Payment of Notes—Plaintiff Denies Delivery.

A jury composed of B. L. Martindale, C. F. Blundell, J. R. Throne, James F. Dixon, Alva Manning, Edward Hancock, J. M. Gross, Howard Pennel, J. P. Starr, H. Bartholomew and W. S. Conine, was this morning drawn to hear the case of George Kohlhaugen vs. W. W. Cardwell and his wife, Emma P. Cardwell, wherein the plaintiff seeks to recover the sum of \$767.10 alleged to be due on a certain promissory note, together with attorney fees in the sum of \$80 and accrued interest on the note at the rate of 6 per cent, from October 15, 1916.

At the instigation of B. L. Eddy, attorney for the plaintiff all witnesses summoned to give testimony, over 50 in number were first sworn and turned over to the court bailiff and placed in one of the jury rooms. The case at issue is wound around the delivery of 36 head of dressed hogs, which the defendant claims he, with the assistance of his son, Murray Cardwell, and other farm hands, delivered to the plaintiff on March 1, 1917, the aggregate weight of which was 7772 1/2 pounds. The prevailing market price at that time, so the defendant alleges was 15 cents. This consignment was to apply on a note which had previously been executed by Mr. Cardwell, and which was sued on during the November term of court, at which time the jury brought in a verdict for the plaintiff, the overplus was to apply on the note, the cause of the case at issue.

The plaintiff, George Kohlhaugen, took the stand shortly after 10 o'clock and was interrogated a few minutes only, by his attorney. Mr. Kohlhaugen, stated that he had been in the butcher business in this city since 1892 and when asked whether or not the note he held against the defendant had been paid he replied in the negative.

District Attorney George Neuner, Jr., was then called and asked what attorney fee he would consider reasonable in the case. He replied that \$100 would be a fair retainer and was excused from further questioning.

The defendant, W. W. Cardwell, then took the witness stand and on direct examination stated that he resided in Coles Valley, 18 miles from this city. Mr. Cardwell, admitted the execution of the note in question and stated that he delivered 36 head of dressed hogs to apply on the payment thereof.

What agreement did you have with Mr. Kohlhaugen? asked his counsel. "On or about December 16," replied the witness, "I called at the Kohlhaugen market to get a steak, and George Kohlhaugen asked about the payment of the note. I informed him that I had no funds available at that time to make the payment. He remarked that I had not treated him right, having failed to pay the amount of the note, from the proceeds of sale of my prune crop. I explained where the money from the crop went and told him that within eight weeks I would have a number of hogs ready for the market which I would deliver to him. At that time he stated that if a sufficient number of hogs were delivered to pay the interest on the note, time would be extended, if necessary, from one to two years."

Mr. Cardwell then told of having the hogs butchered, loaded into two wagons and brought to this city and unloaded at the Kohlhaugen market. Did you make a memorandum of the weights of the hogs? Interrogated Attorney Rice. "Yes," was the rejoinder. "I made notations on a piece of pasteboard." "Where did you make them?" "In the tower house when the hogs were weighed," said the witness.

At this juncture Attorney Rice introduced a cardboard which Mr. Cardwell readily recognized as the record of the hog weights. "Are these the identical figures?" asked the attorney. "Yes," replied Mr. Cardwell. "I left that card on the wall until the first case came up for trial."

"Did you know the market value of hogs?" was the next question. "Yes. The market quotation at that time at Portland was 16 cents and in Roseburg 15 cents."

Much other testimony regarding the kind of teams that were used in bringing the hogs to this city and the direction he took in getting here and the time the delivery was made, who

accepted the delivery and other incidents relative to the transaction were related by the defendant.

"What kind of a day was March 17?" asked Attorney Eddy on cross-examination. "Reasonably cold," replied the defendant. "How much weight on the two wagons?" The witness answered this question by saying that about two thirds of the load was on the larger wagon and the residue on the smaller one.

Several questions were asked about the size of the wagons, etc., which were readily answered. The size of the rack, the number of hogs in each load, and how they were loaded was then explained by the witness, who finished by saying that Roy Stearns and Ed. Buttrick saw the hogs unloaded at the Kohlhaugen market, some of which were carried to the rear of the shop and six or eight were left lying on the sidewalk.

At the conclusion of cross examination of Mr. Cardwell, Wm. Johns was called. The witness stated that he was employed on the Cardwell ranch and assisted in butchering the hogs, which are alleged by the defense to have been delivered to the plaintiff.

Loyal Emery also told of having assisted a short time in preparing the hogs for market, having helped with the scraping.

Attorney Rice then read the testimony of Frank Langenberg, a former employe of the Cardwell ranch, now in the U. S. army, relative to the butchering of the hogs, the trip to this city and the unloading of the consignment at the Kohlhaugen meat market. Mr. Langenberg stated at the first trial that he assisted in these proceedings.

Mrs. Cardwell was the next witness called practically corroborating the testimony of her husband regarding the butchering of the hogs which commenced before daylight. Mrs. Cardwell, in answer to a question put by Attorney Eddy, said she saw the hogs hanging up on poles, ready for the market. "Did you count them?" asked the counsel for the plaintiff. "No," replied the witness, "but I know about how many we had." The witness stated that Mr. Cardwell and son, Murray, accompanied (Continued on page 4.)

MOVIE PICTURES FOR THE SOLDIERS

"Smileage Books" Being Provided For Every Man In Service.

UNDER GOV. CONTROL

A Book of Twenty Coupons Costs Only One Dollar—That Means Twenty Admissions to Army Camp Shows.

The Y. M. C. A. makes the statement that the shows run by the association for which admission was charged will now be discontinued, as the smileage campaign will supply the means for running the liveliest, snappiest kinds of comedies at the camp theatres. "This," says Associate Secretary John S. Tichenor, "will relieve the Y. M. C. A. of a duty not properly its function, and one which was difficult to handle. Professional managers, such as Marc Klaw, Edward Albee and Harry P. Harrison, representing the chautauqua interests, who are experienced and successful in their lines, are the right men to handle such work.

The reports received by the national headquarters at the war department commission on training camp activities show smileage will be an immense success. Every Minnesota boy is sure to be supplied with a smileage book. Every boy from Massachusetts will enjoy the shows through the kindness of his friends.

Have you bought a smileage book for some lonesome soldier boy? You folk who make a practice of attending the movies several times a week, and no doubt enjoy them. Have you provided just such entertainment for the soldiers who are out fighting your battle for you, or don't you care whether he has a bit of pleasure or not, just so long as he does his best to protect your home and property? One man in Roseburg said that if his boy went to war he wanted him to go for service, and not to have any pleasure, and did not see the need of sending them any smileage books. Of course he did not buy one, but we will venture that he went to the show himself and thoroughly enjoyed the performance, while the soldier boys were protecting his interests by giving up home, loved ones and all that life holds dear to him.

Well the soldier boy is a real man, while the other fellow is a minus quantity. Roseburg and Douglas county must purchase 500 of these smileage books this week. This will mean that every boy who has gone out from our county will have one

OAKLAND BUTCHER TAKEN IN CUSTODY

Fred Giselman is Arrested by Sheriff Quine Late Yesterday Evening.

LEWD COHABITATION

Says His Trouble is Result of Spite Work—Was Released From Jail On Furnishing \$350.00 Bail.

The sealed indictment returned by the February grand jury is no longer sealed. Sheriff Quine, armed with this authority, late yesterday placed Fred Giselman, aged 59 years, a butcher of Oakland, under arrest, charged with lewd cohabitation. The accused was brought to this city and lodged in the county jail where he spent the night. He was released from custody early this morning, having tendered a check in the sum of \$350 to insure his appearance to answer the charge filed.

When interviewed at the sheriff's office this morning, Mr. Giselman, with the unmistakable accent of having been born "somewhere in Germany," stated that his arrest was the result of spite work. Last spring, according to Mr. Giselman, a well known Roseburg capitalist, called at his ranch in Canada and wanted to trade him a tract of land situated near this city for his ranch there. "I was interested," said Mr. Giselman, "but refused to make any trade until I had viewed the Oregon property. Not long after this, accompanied by Kate Swartz, a trained nurse, I arrived in Roseburg on a night train, and going to a local hotel, registered there as man and wife, owing to the fact that two rooms could not be obtained.

"Miss Swartz, who is 58 years of age," continued Mr. Giselman, "having long been a nurse in our household in Canada, requested that I take the one room. This I did, Miss Swartz utilizing chairs as a resting place for the night, while I occupied the bed.

"Upon arriving at the ranch, situated in Camas Valley, which had been recommended as a valuable piece of property, I soon discovered that it was worthless and refused to enter into a trade with the capitalist, going to Oakland, Ore., I purchased a meat market and have since been in that business there, intending to buy property in that vicinity, return to Canada and move my family to Oregon to reside permanently."

Mr. Giselman says that his wife requested that the nurse accompany him on the trip, knowing that he was in ill health, and that there was nothing improper regarding their relation. "It's simply spite work," said the accused, "and that man (meaning the capitalist) is the biggest liar I ever met."

It is understood that Mr. Giselman will employ counsel and the case will be threshed out in the circuit court before Judge Hamilton during the present term.

MUNITION WORKERS ARRANGING A STRIKE

(By Associated Press.) LONDON, Feb. 20.—German independent socialists are arranging for a demonstrative strike in the munitions factories of the empire, which is slated to commence in March, according to Berlin information.

PINKERSON BOOZE CASE BOOKED CIRCUIT COURT

According to an announcement made by District Attorney George Neuner today, the appeal of the case of P. D. Pinkerson, a former railroad man of this city, who was convicted in the local justice court of violating the prohibition laws, will come up before Judge Hamilton in the circuit court early next week. Pinkerson was fined in the sum of \$400 by Judge Riddle, to which a jail sentence was also attached.

or more of those, and they can use half dozen each. You can buy a book containing 20 coupons for \$1, or one with 100 coupons for \$5. Make some soldier boy happy by sending him one this week. If the Honor Guard girls have not called on you, hunt them up, or call at the office of the Commercial Abstract Company, where you will be supplied with as many books as you wish to send.

MOORE-VAN BUREN NUPTIALS TODAY

Popular Music Instructor and Portland Business Man Wed at Bacher Home.

RESIDE IN PORTLAND

Wedding Simple Owing to Illness of Bride's Mother—Bride Popular in Social Circles—Groom is Member Multnomah Club.

The wedding of Mabel Van Buren, of this city, and Benjamin H. Moore, of Portland, was solemnized at high noon today at the home of Dr. and Mrs. J. G. Bacher, on East Cass street, with Rev. E. W. Warrington, of the Presbyterian church officiating. The Bacher home was beautifully decorated for the occasion, notwithstanding that the wedding was simple with only a few friends of the contracting couple in attendance, owing to the illness of the bride's mother, Mrs. J. F. Templin. Spring flowers were arrayed about the rooms in profusions and the general effect was most charming. The bride was given away by her father, Mr. J. F. Templin, and the bridal party was led by little Miss Helen Bacher, who made a charming flower girl. Miss Fern Reymers, a music pupil of Miss Van Buren's played softly the Bridal Chorus from Lohengrin. The bride was gorgeously gowned in an imported hand embroidered creation, and carried a bouquet of light pink carnations while the groom was attired in the conventional costume.

Mrs. Moore has resided in Roseburg practically all of her life and for the past few years has been one of the city's most popular music instructors. In the social circles the charming bride has taken a most important part and in the future she will be greatly missed, her many past functions being among the most artistic ever given in the calendar of pleasurable events.

The groom is one of Portland's most prominent business men, being a member of the Multnomah club, and Shriners lodge and an active worker in the industrial and civic life of the city.

Mr. Moore recently purchased a new home in Irvington where the happy couple will reside in the future and where they will hereafter extend their charming hospitality to their many friends in Roseburg and in Portland. Mr. and Mrs. Moore had planned a honeymoon trip to Honolulu where they expected to remain for several weeks, but owing to the illness of the bride's mother, this journey was postponed until a later date.

Guests at the Moore-Van Buren wedding included Miss Ruth Henderson, of Portland; Mr. John Ptill, of Salem; Dr. and Mrs. J. G. Bacher, Mrs. Wilson, Miss E. Parrott and Mr. J. F. Templin, of this city.

SHERIFF GETS NOTE FROM GEN. WHITE

The following letter was today received by Sheriff George Quine, chairman of the local exemption board from Major General White, now with the American expeditionary forces somewhere in France:

Dear Mr. Quine: I am sorry that circumstances did not permit me to write you before leaving for France to thank you for the co-operation given by you and your board in pulling the draft work across. I appreciate very much the many courtesies and the assistance given you and your fellow workers. Please state my appreciation to Mr. Lenox and Dr. Stewart.

Very truly yours,
GEO. A. WHITE,
Major Adj. Gen. 66th Artillery, brigade A. E. F.

TEACHERS AND PUPILS INVEST SUM \$5351.75

Prof. H. O. Bennett, of the Roseburg high school, this afternoon took a census of the number of teachers and pupils who are holding liberty bonds, and saving stamps and thrift cards in the high school, and at the amount of their investment, and at a late hour a total of \$5351.75 had been counted. Considering that this includes only the investments of the high school alone, the figures are splendid and show a marked spirit of patriotism in the school.

INDEBTED ONLY FOR A PLEASANT RIDE

Mrs. Maude E. Hillyer Entertainingly Explains Real Estate Deal.

MAYOR GOOD SALESMAN

Defendant Alleged She Knew Nothing of Values or Land—Depended on Agent—Confidence Broken, Suit Results.

For a second time within ten days Mrs. Maude E. Hillyer, who came here from California about a year ago, told her story to a jury in Justice Riddle's court of how she came to purchase a ranch in Douglas county, and explained why it is that she refused to liquidate a note held by Rice & Rice, realty agents, in the sum of \$125, alleged to be due as commission on the purchase of a ranch on South Deer creek. The first jury, failing to agree as to Mrs. Hillyer's moral or legal responsibility in the matter, Rice & Rice brought another action, which came on for hearing this morning at ten o'clock. The court room was crowded to capacity, while the overflow of curious and interested humanity blocked the doorways to the court. Attractive personal appearance of the defendant may have had much to do with the unusual interest attaching to the matter, or it may have been somewhat of a desire to know the real merits of the issue at first hands which caused so many to crowd in, among who were many ladies. The jury selected to hear the evidence consisted of Oscar Lindsey, manager of the People's Supply Co.; V. R. Buckingham, clerk; Geo. Kimball, capitalist; B. F. Page, capitalist; A. J. Cox, and J. T. Cole.

Attorney O. P. Cosnow represented Rice & Rice, and John T. Long represented Mrs. Hillyer. As to the various allegations contained in the complaint, there was no material disagreement, with the exception of the \$125 note, and the plaintiff's sought to recover that amount, agreed to be for commission owing by a former owner in part of the property sold to Mrs. Hillyer by Mayor N. Rice, who transacted the deal for his firm. While Mrs. Hillyer executed the note covering the sum said to be due for the commission, she alleged it was not in payment of Mr. Emil's obligation, but merely given to relieve him in a financial way until a certain deed should be given her to the property purchased of him and his partner. The plaintiffs, from the questioning of the attorney, were seeking to show that Mrs. Hillyer gave the note in recognition of the seller's debt to the realty firm. On this technically hinged the whole process. The defendant, Mrs. Hillyer, insisted it was merely a favor advanced, and was simply that much more paid on the property purchased. Since no deed has been forthcoming for the property, one of the owners being a resident of Norway, and this instrument having been promised in 30 days from date of contract of purchase, Mrs. Hillyer very positively refused to pay any further sum or sums on the purchase price, including the note issued in favor of Rice & Rice, which she maintains is a part of the money involved in the final settlement.

The story of Mrs. Hillyer's arrival in Roseburg, of her trip to the Emil ranch, some 11 or 12 miles from the city, the bad state of the roads, and her allegation of explicit faith in Mayor Rice's integrity and belief that he would look out for her interests, as she was a stranger and altogether unacquainted with farm lands, was told in a winning and direct way by the lady. She went over much of the same ground that was covered in the first trial, stating that the firm of Rice & Rice was recommended to her when she first came, and she was assured that they were thoroughly reliable, and therefore after she had told the mayor just what she wanted in the way of a farm, she left the details to him.

When asked if she considered that she was indebted to Mayor Rice or any one, Mrs. Hillyer caused an audible smile to go over the audience, the solemn attitude of "the court" being visibly affected, by stating, "Who, no, not unless it was for a pleasant afternoon spent in going out to the place—or, perhaps, for a pair of pantaloons, as the mayor almost ruined his when he slipped and fell in the mud."

E. C. Benson, manager of the Creditors' Association, to whom the note was assigned by Rice & Rice for collection, stated on cross examination by Attorney Long, that he wrote a letter to Mrs. Hillyer, demanding payment of the note two days before that paper had been assigned to him by the real estate firm. The letter was introduced in evidence and date of demand confirmed. He stated that he did this because he had been informed Mrs. Hillyer was going to

leave town, and that he had also levied on certain moneys in the bank belonging to Mrs. Hillyer. He said that sometimes matters were rushed a trifle when a bad debt was involved. Mrs. Hillyer was then asked if she had ever met with any one here who questioned her credit, and the lady said she had not and did not owe a cent in Roseburg excepting \$11 to a horse doctor. More smiles, and Mr. Benson was excused.

Consummation in detail of the deal hinged on the inability of Rice & Rice, as agents for Mr. Emil to produce a deed for the property within 30 days, or any time since the contract was made in May, 1917. Mrs. Hillyer stated that she has had on deposit in the Roseburg National Bank of this city the sum of approximately \$3,000 since early in the year 1917, and was ready at all times to fulfill her part of the obligation, but that the non-resident owner of a half interest in the property has refused to give a deed, and therefore she would not pay over another cent. She also stated that the place was not as represented by Mayor Rice, in that there was no living water on the farm, nor were there any trees fit for building a log house, such as was stated by the defendant that she desired to erect, although she had employed men to cut and peel a lot of logs, the best that could be found on the place, but all of them had proved crooked and unfit. This item had cost her something like \$100. She also stated that Mayor Rice had told her the place would produce sufficient food supplies for two or three families, but in fact it would not grow anything. Another appreciative smile rippled through the room when the witness described her efforts to get a garden to grow. She told of employing an experienced man to plant the garden, but finally discharged him because he failed. She then rot another man, and after looking the situation over the fellow got busy, but no results. She said the ground baked hard, that the onions and early stufk perked up for a bit when the rain came, but finally withered away and died entirely.

Following the noon recess court (Continued on page 4.)

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Following the noon recess court (Continued on page 4.)

HUNS MOVING ALONG LINE 400 MILE FRONT

Taking no Further Chances On Trickery of Russian Bolsheviks.

PEOPLE OPPOSE WAR

Masses of German and Austrians Opposed to Aggression in Russia—Von Kuelhman Thinks Petrograd Will See a Light.

(By Associated Press.) ASSOCIATED PRESS WAR LEAD, Feb. 20.—Germany has not yet replied to the Bolshevik peace offer, but continues the invasion over a line of over 400 miles in length. It is uncertain whether the Bolshevik will back down entirely or will make some attempt to stop the Huns' advance. In fact, the continuance of the Bolshevik depends altogether on their ability to make peace with Germany.

According to German and Austrian newspapers renewed war with Russia is unpopular with the people of the central powers. There is marked aerial activity along the western front, and during the past three days the entente allies have brought down or disabled 57 German machines. British airmen are busy bombing airdromes and docks held by Germans in Belgium.

Every effort is being made by Austrian authorities to convince the people that the peace made with Ukraine is not only one of the greatest material advantage to the central powers, but that any injustice done to Poland by the taking away of the province of Cholm, and giving it to Ukraine will be remedied.

Distrusts Russia. AMSTERDAM, Feb. 20.—Foreign Minister von Kuelhman told the reichstag yesterday that Germany can no longer believe in the pacific intentions of Russia, and that the imperial government must see to it that peace and order prevail. He said that he hoped Germany's new war with Russia would strengthen Petrograd's inclination for peace.

Peace Message Enroute. PETROGRAD, Feb. 20.—General Hoffman, German military representative at the Brest-Litovsk conference, has telegraphed the Bolsheviks for a written authentication of the Russian wireless peace message sent to Berlin, yesterday. The message from Hoffman states that the authentication must be sent to the German command at Dvinsk. A Russian official statement, alleges a messenger is now enroute to Dvinsk from Petrograd with the peace message.

Many citizens are now being deprived of their rights of citizenship whose cases are identical with that of Mrs. Hodgson. I trust therefore that you will co-operate to procure through the proper channels an opinion from the attorney general of the state on this important matter.

Yours very truly,
ALBERT ABRAHAM,

Creed Conn has returned from Oakland, Calif., where he has been employed for some time past in the shippards of that city, and is spending a few days with friends. He will later seek like employment in Portland.

WHEN DOES A WOMAN LOSE CITIZENSHIP

Mrs. Mabel Hodgson, Myrtle Creek, Seeks to Re-establish Rights.

UNABLE TO REGISTER

Married British Subject—Contends She Did Not Forfeit Citizenship—Demands Privilege of Ballot—Statement to Clerk.

A question that may be of considerable interest to many persons in the county or state, is involved in the application of Mrs. Mable Hodgson, of Myrtle Creek, for registration under the laws of the state, qualifying her for the right of franchise, the application being made before County Clerk Edward Lenox, yesterday. Mrs. Hodgson was refused the privilege of registration on the ground that through marriage to a British subject she had lost her citizenship. Mr. Lenox construed the law of 1907 as covering the case, but through her attorney, Albert Abraham, Mrs. Hodgson took exception to the ruling, and today a statement of the matter was placed before Clerk Lenox, who courteously consented to place the matter before Attorney General Geo. M. Brown for a decision covering the meaning and intent of the law.

Mrs. Hodgson contends that since she was married to the British subject before the law of 1907 was enacted, its provisions do not apply to her. The matter will be watched with considerable interest, as there are doubtless many other women in the state who are similarly situated, and who will be deprived of the right of ballot if County Clerk Lenox's ruling is upheld. It is stated by Mrs. Hodgson, however, that in event the attorney general hands down an adverse decision she will take the matter into the courts to establish her rights of citizenship. The statement made to the county clerk follows:

Dear Sir: Mrs. Mabel Hodgson applied to you yesterday, the 19th day of February, 1918, to be registered as a voter. There being a doubt in your mind as to whether Mrs. Hodgson was entitled to vote on account of her marriage with a citizen of Great Britain, it was agreed between us and I should make a formal statement of the material facts concerning her status so that you might present the same for an opinion from the proper legal officers. Pursuant thereto, I beg leave to submit the following statement:

Mrs. Mabel Hodgson was born in California and has ever since resided in the United States. She has been for more than a year last past and now is a resident of this county and state at Buck Fork postoffice, in the precinct in which that postoffice is located. In 1902 she married Thomas Hodgson, who at that time was a citizen of Great Britain, not having at said time taken out his final citizenship papers. Mr. Hodgson is still living and has not yet taken out any final citizenship papers. The marriage relation still continues.

It is Mrs. Hodgson's contention that as her marriage was prior to the act of March 2, 1907, which is the only law which casts any doubt on her citizenship, her citizenship is not taken away by virtue thereof. Her case is different from that of a woman marrying an alien after March 2, 1907. I respectfully refer you to the language of the case of Mackenzie vs. Hare U. S. Sup. Ct. Rep. 60 Law Ed. 297, decided in 1915 by the supreme court of the United States. The court plainly intimates that a marriage before the act of March 2, 1907, would not deprive the wife of citizenship. "It may be conceded," says the court, "that a change of citizenship cannot be arbitrarily imposed, that is, imposed without the concurrence of the citizen. The law in controversy does not have that feature. It deals with condition voluntarily entered into, with notice of the consequences." It is plainly seen that the court held that the voluntary act of marriage when the law was in force was a voluntary act of expatriation. And other construction of the law would be an arbitrary disfranchisement of Mrs. Hodgson without any act of concurrence on her part.

Many citizens are now being deprived of their rights of citizenship whose cases are identical with that of Mrs. Hodgson. I trust therefore that you will co-operate to procure through the proper channels an opinion from the attorney general of the state on this important matter.

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