

# La Grande Professional Directory

## PHYSICIANS.

**G. L. BIGGERS, M. D.,**  
Physician and Surgeon.  
Office Ralston Building, over J. M. Berry's Store.  
Office 'Phone Black 1321.  
Residence 'Phone Red 1901.

**J. H. HUBBARD, M. D.**  
Physician and Surgeon.  
Office in New Bank Building, Rooms 20-21. 'Phones: Residence, Main 89; Office, Main 79.

**DR. A. L. RICHARDSON,**  
Physician and Surgeon.  
Office over Hill's Drug Store.  
Office 'Phone 1367. Residence Main 55

**N. MOLITOR, M. D.,**  
Physician and Surgeon.  
Corner Adams Ave. and Depot St.  
Office Main 68 - Residence Main 69

**BACON & HALL,**  
Physicians and Surgeons.  
Office La Grande National Bank Building. 'Phone Main 19.  
C. T. Bacon, Residence, Main 18.  
M. K. Hall, Residence, Main 52.

**DR. F. E. MOORE**  
**DR. H. C. P. MOORE**  
Osteopathic Physicians.  
Kirksville Graduates Under Founder  
Office Sommer Building.  
Phones: Office Main 63; Res. Main 64

## VETERINARY SURGEONS.

**DR. P. A. CHARLTON,**  
Veterinary Surgeon.  
Office at Hill's Drug Store, La Grande.  
Residence 'Phone Red 791.  
Office 'Phone Black 1361.  
Independent 'Phone 58.

**DR. H. W. RILEY,**  
Graduate Ohio State University  
Vaccination, Dentistry and Surgery of all kinds. Country calls promptly answered.  
Office 1414 Adams Ave. 'Phones, Pacific, Black 1901. Independent, White 59.

## ABSTRACTERS.

**J. R. OLIVER,**  
Abstracts of Title. Fire Insurance.  
Office next door to La Grande National Bank.  
La Grande - - - - - Oregon

## TEACHERS OF MUSIC

**KATHERINE M. QUINN, MUS. BAC**  
Teacher of Piano and Harmony.  
Studio 1401 Eighth Street.  
'Phone Black 841.

**PROF. E. PORTER DAY, Princi.**  
La Grande School of Music  
Mrs. Day assistant. School opposite Foley Hotel. Phone Red 472.

**MISS STELLA D. OLIVER,**  
Teacher of Piano and Harmony.  
Studio over J. M. Berry's Store.

## ELECTRICAL ENGINEERS.

**L. A. PICKLER,**  
Civil, Mining, Irrigation Engineering and Surveying.  
Estimates, plans and specifications.  
Office in Bohnenkamp Building.  
La Grande - - - - - Oregon

## DENTISTS.

**C. B. CAUTEORN,**  
Dentist.  
Office over Hill's Drug Store.  
La Grande - - - - - Oregon

**J. C. PRICE, D. M. D.**  
Dentist.  
Room 23, La Grande National Bank Building. 'Phone Black 1991.  
La Grande - - - - - Oregon

**Dr. S. H. Easley** **Dr. J. E. Stevenson**  
Res. Red 191. Res. Black 351.  
**EASLEY & STEVENSON,**  
Dental Parlors and Laboratory.  
Aluminum Plates, Crown and Bridge work, a specialty.  
Office Opposite Foley Hotel.  
Office 'Phone Black 911.

## ATTORNEYS.

**Chas. E. Cochran** **Geo. P. Cochran**  
**COCHRAN & COCHRAN,**  
Attorneys.  
La Grande National Bank Building.  
La Grande - - - - - Oregon

## VIAT.

**MRS. GRACE McALISTER,**  
Teacher and Manager,  
Telephone Farmers 1976.

## IMBLER DRUG STORE

DR. O. A. FISHER, Prop.

Patent Medicines,  
Perfumes, Toilet Articles  
Trusses, and Rubber Goods.

OPEN DAY OR NIGHT  
PHONE CALLS ANSWERED DAY OR NIGHT

## PAINT AND WALL PAPER STORE

PAINTING AND PAPERHANGING

## Staniels & Bugg

1420 ADAMS AVENUE  
La Grande, Oregon

Phone Red 1921

## Board and Room.

Go to the Palmer house for board and room. Best and cheapest place in town.

## The Gardiner Case—A "Critique."

La Grande, Jan. 24, 1907.

To the Editor of The Observer:

It seems that ex-Councilman Bartlett, who was convicted of extorting money from certain saloon keepers by alleged threats of prosecutions permitting gambling in violation of law, has been awarded a new trial by the supreme court. S. A. Gardiner was convicted jointly with Mr. Bartlett, but he did not appeal. The evidence was much stronger against Gardiner than against Bartlett, and, for this or some other reason, Gardiner did not appeal. I am not concerned with the guilt or innocence of these parties. The conviction of Bartlett has been set aside and he is presumed to be innocent, but this presumption does not apply to his co-defendant, whose conviction was not set aside. I desire to offer some criticism as to the peculiar manner in which the defendant, Gardiner, was let out of this difficulty by Judge Crawford, at the instance of the district attorney. Judge Crawford was one of Gardiner's attorneys in this case and argued a demurrer to an information against him before Judge Crawford was appointed judge. Owing to the fact that Judge Crawford was attorney for Gardiner and Bartlett, he was disqualified to sit as judge when they were tried, and Judge William Smith of Baker City, tried the case. They were found guilty and Judge Smith sentenced them to imprisonment in the county jail for the period of 10 months. Some time after they were so sentenced, it was announced that Gardiner had decided to serve out his sentence in the county jail. This report was noted in the public press, and it was announced that he was "doing time." But people saw him eating his meals at restaurants, and going when and where he pleased about town. It was said that he was permitted to put a bed in the grand jury room and sleep there. He was seen about the sheriff's office at times. He was really not kept in jail as the law requires. Section 1919, Bellinger & Cotton's codes, provides as follows:

"A prisoner committed to the county jail for a contempt, or for trial, or upon a conviction for a public offense . . . shall be ACTUALLY CONFINED IN THE JAIL until he is legally discharged, and if he be permitted to roam at large out of the jail, except by virtue of a legal order or process, it is an escape, and the sheriff or jailor permitting it is guilty of a misdemeanor," etc.

This requires that a person sentenced to imprisonment in the county jail be actually imprisoned in the jail. Sec. 1454 provides: "That a judgment of imprisonment in the county jail must be executed BY CONFINEMENT IN THE COUNTY JAIL of the county where the judgment is given, excepting where the court, for the want of a proper jail in the county where the conviction was had, authorizes the imprisonment in a jail in another county.

By authority of sections 2166 and 216, lb., the time of imprisonment of persons sentenced to imprisonment in the county jail does not BEGIN TO RUN until they are received at the jail by the proper officer, and any time that prisoners are voluntarily absent from the jail does not count on the time of their imprisonment.

When a person is sentenced to imprisonment in the county jail for any period of time, it is done to punish him for the commission of some crime. The imprisonment is to be in the jail, BECAUSE IT IS PUNISHMENT. In this case, Gardiner was sentenced to imprisonment in the county jail for a period of ten months. He was not sentenced to work or loaf about the sheriff's office or about town or to work on the roads. The record in this case shows that Judge Crawford, on the 22d day of July last, discharged Gardiner, on the petition of the district attorney, on the claim that Gardiner had worked in the sheriff's office 27 days and had worked at rock crushing or road work 92 days.

The record seems to recite that some person promised Gardiner \$5.00 a day for such "work" and had agreed that he should be allowed on his ten months' sentence, one day for every \$2.00 of these supposed "earnings." In other words, that he was to be allowed two and a half days for every day that he spent about the sheriff's office and elsewhere outside the jail. By this method of calculation, Judge Crawford decided that his time was out and discharged him. Just how 27 days plus 92 days can make ten months would have puzzled most people, but by multiplying them by 2½ the desired result was obtained. If the judge had allowed him 10 days

for every day he spent in loafing outside the jail he could have let him out even at an earlier date. The record seems to imply that there was some sort of contract that Gardiner was thus to be released, but all such supposed contracts are contrary to law and void. If Gardiner was not kept in jail at all as seems probable, he was not entitled to be allowed any time at all.

If he had served out his time, why was it necessary to have the district attorney petition the court to discharge him? I do not believe that he really served a day in jail, and that he was discharged without having been punished at all. I hear that Judge Smith was asked to discharge him and that he refused to do it, and then Judge Crawford "took the bull by the horns" and turned his client loose, as the record shows. Judge Crawford deemed himself disqualified to try Gardiner, because he was his attorney in this case before he was appointed judge, but he boldly assumed qualification to discharge him. Can some one tell me when he ceased to be disqualified? That rule of judicial ethics that constrains judges to refuse to sit in matters in which they have been of counsel was cast to the winds in discharging Gardiner. But this case seems to have been "sul generis" in more respects than one.

Why was the law not permitted to take its course in this case as in others? Why was Gardiner, the convicted official grafter, not kept in the jail ten months as the judgment of the court and the law required? I do not know. Certainly the law was not obeyed.

The pardoning power is rightly vested in the governor, not in the circuit court. The court has no dispensing power in such a case. It is the duty of the court to hold the scales of justice equally and with impartiality, and to show no favoritism to any one, whether he be rich or poor, whether he have friends, or be without friends. The law is the measure of the rights of all, and every one has an interest in seeing that justice is meted out according to law.

Every citizen of this county has the right to protest against such a proceeding as that above referred to, and to ask that some authority of law be shown for it, if any exists.  
WM. M. RAMSEY.

## Call for Bids.

Notice is hereby given that the county court of Union county, will receive sealed bids up to 1:30 o'clock p. m., Wednesday, the 5th day of February, 1907, for supplying Union county with 125 cords of fir and yellow pine wood, to be cut 3 feet 8 inches in length and to be piled in the basement of the court house at La Grande, Oregon.

The county reserves the right to reject any or all bids.  
J. B. GILHAM,  
County Clerk  
1-7-2-4

## A Novel Social.

An end-of-school social will be held on Friday evening at the home of B. G. Fritts, under the auspices of the Epworth league. Characteristic "speaking" and songs and an old-fashioned "spelling bee" will be the order of the evening. Dinner will be served. Plates, 10c.

The Blue Mountain Cough Syrup is not a new mixture for a cough. It is an old standby for coughs, colds, la grippe, whooping cough and sore throat. For sale by Red Cross drug store.

**Home Made CANDY**  
**Better than Ever**  
**FRUITS NUTS CIGARS**  
**SELDER CANDY STORE**

Place Your Surplus Funds With the Traders

## NATIONAL BANK

Comparative Statement as Made to the Comptroller of the Currency

September 6, 1900,	Deposits,	\$179,524.05
September 30, 1901,	"	156,108.60
September 15, 1902,	"	194,041.94
September 9, 1903,	"	226,904.70
September 6, 1904,	"	184,445.64
June 18, 1905,	"	141,879.65
June 18, 1906,	"	145,225.24
June 21, 1907,	"	218,751.09

We pay you interest on your Savings Bank Accounts.  
No interest paid on Checking Accounts.  
We are prepared to handle any Banking business entrusted to us with care, promptness and safety.  
With 20 years experience in Banking we are confident we can give you satisfaction.

Your business is appreciated by its officers:  
J. W. SCRIBER, Cashier  
JOSEPH PALMER, President  
G. E. McCULLY, A. C.

## "Money in the Bank"

It's a sort of a password to a man's reliability in the business world. At the La Grande National you have the advantage of a big and strong institution whose policy is to give the same careful consideration to the smallest depositor as to the largest. Along these lines this Bank is increasing its deposits every day. We should like to have yours.

**CAPITAL \$100,000.00**  
**SURPLUS 50,000.00**  
**UND. PROF. 25,000.00**

GEORGE PALMER, Pres. W. L. BRENHOLDTS, Asst. Cash.  
J. M. BERRY, Vice-Pres. S. C. WILLIAMS, 2nd Asst. Cash.  
F. L. MEYERS, Cashier.  
DIRECTORS:  
F. M. Byrkit, J. M. Berry, A. B. Conley, F. J. Holmen, C. Pennington, George Palmer, F. L. Meyers, Geo. L. Cleaver, W. L. Brenholds.

## La Grande National Bank

UNITED STATES DEPOSITORY

## SIEGRIST & CO.

JEWELERS AND OPTICIANS

We wish to call your attention to our REPAIR DEPARTMENT

We are better prepared than ever to do first class work. If you have a watch that does not give you satisfaction, bring it to us and we will guarantee we can fix it. Diamonds reset or mounted in new mounting is one of our specialties. All our work guaranteed and promptly done. We will save you money

## SIEGRIST & CO

JEWELERS AND OPTICIANS

## HAY, GRAIN, WOOD

We have in stock a lot of fine timothy, wild, grain and alfalfa hay, bought before the price advanced. We are selling this hay at low price, quality guaranteed.

We buy and sell oats, barley and mill stuff of all kinds.

We'll sell flour at lower price than others. Try us.

We are closing out our wood business. Have about 100 cords left. Get some at a reduced price before it is all gone.

## THE REAL ESTATE, LOAN AND COMMISSION CO.

## Blue Mountain Creamery Co.

The law requires milk to test 3.2 per cent.  
Our milk is guaranteed to test 5 per cent.  
Our sweet cream is pasteurized, thereby insuring purity.

Sweet Milk . . . 5c a quart  
Sweet Cream . . . 25c a quart  
Butter Milk . . . 10c a gallon

## Blue Mountain Creamery Co.