

THE MEDFORD MAIL

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EVERY ONE SHOULD HELP.

The members of the Medford fire department are arranging to give a dance in the Redman hall on New Year's eve, December 31. The proceeds of this dance are to be used in getting things necessary for the use of the members in connection with their work, and besides patronizing a worthy cause, those who purchase tickets can be assured of having a very pleasant evening if they attend the dance.

The work done by the Medford fire department every time their services have been required has been of the very best, in spite of many handicaps. The citizens now have a chance to show appreciation in a substantial way, and at the same time help to furnish the worthy members of the organization with some of the things which they need, and which the city does not think they can afford to get them. It is to be hoped that all will purchase one or more tickets who are requested to do so.

The Kansas City Adam certainly proved his ability to raise Cain.

With the office-seekers gone, Hot Springs will not be such a warm number.

"Wealth is no honor," says Mr. Carengie. But—see how his checks are honored.

A military message was expected, as he has been pretty much on the firing line of late.

By all means keep Cannon standing pat for his picture, for then he is pleasantly harmless.

We'll see how Cannon keeps his promise about giving a good imitation of a noiseless gun.

Cheer up, little Filipinos! You can go it "alone" when you hold both lowers and the "joker."

Nord Alexia has proved to the world that even at 90 a politician may have the run of his life.

We fear the New York World runs a risk of being designated as "a prevaricator of great circulation."

Lynchburg has gone dry, but Lynchburg doesn't own the original receipt for the old Virginia mint julep.

"Lest we forget" appears to be the text upon which Mr. Archbold's testimony at the Standard Oil hearing is based.

According to Director North, the census bureau is in serious danger of becoming a pink tea and suffragette institution.

The message also has a kind word for the forests of the country. But think of the big sticks they have furnished him.

Uncle Joe Cannon has had lots of experience with the I-told-you-so's, and he is likely to fool them again on the tariff business.

A Missourian has contributed \$3 to the national conscience fund, probably in disgust at having had only a \$3 opportunity.

Chorus girls in New York gave a banquet to celebrate the return of prosperity. The winter crop of Johnnies promises to be a record-breaker.

If John W. Gates has bought a real circus, the country at large may see the Wall street animals for less money than it has been paying heretofore.

The "Adam" of Kansas City is not as mild-mannered as his ancestor of the apple business; besides, he has the bad hip-pocket habit, which is not original.

The plan for preserving the remnant of the native wild herds of America is a good one. After a certain important event it may be worth the attention of the Central Africans.

An ambitious automobile tried to jump the Altamaha river. Sensible automobiles confine their operations to making good roads by displacing pine trees and other obstructions.

The most striking difference between the De Sagan and Castellano brands of escapade, and the one that chiefly grieves Bond, is that the former has the price to pursue them.

The dark, ominous war cloud that for some time has hung over the speakership situation is now drifting away, and the spotlight is getting ready for a "Happy Family" tableau.—Exchange.



At the Service of Depositors and Clients.

The Jackson County Bank places at the service of its depositors and clients, the best facilities in banking.

The officers are pleased to render counsel and advice on financial matters.

Accounts, subject to check are invited.

JACKSON COUNTY BANK

MEDFORD, OREGON

Established 1888. State Depository Capital and Surplus, \$125,000.00

W. L. VAUTER, Pres.

G. R. LINDLEY, Cash.

THE NIGHT RIDERS.

Trial of Tennessee Marauders Now Going On.

UNION CITY, Tenn., Dec. 21.—The state practically completed its case against the eight night riders for the murder of Captain Rankin today when it drew from Frank Fehring, a member of the band, a detailed statement not only of the Rankin tragedy, but of a score or more of other outrages. It also called Mrs. Emma Thurman Johnson, one of the women said to have been in the band, and had her testimony taken. Startling testimony of Fehring was given with details that were amazing.

When Mrs. Johnson was called a murmur of satisfaction arose. Nearly everyone knew she had been whipped. Mrs. Johnson, after several years of marriage to Joe Johnson, sued for a divorce, alleging cruelty. Early in September night riders visited her father's house and notified her to withdraw the suit. Mrs. Johnson awoke to find her rooms filled with masked men. A man whom she said she recognized as Frank Pinion, one of the defendants, told her she must withdraw the suit. Mrs. Johnson refused, to which the speaker replied: "You will before we are through with you. If you dismiss the case we will see that he supports your child, but you must not touch his property."

Mrs. Johnson obstinately insisted on pressing the case. Then the men filed out of the room and held a conference, after which they returned and dragged her roughly from the bed and led her a distance of 250 yards, where they threw her over a log in the woods and beat her across the shoulders with a strap. After the first beating they asked her if she would dismiss the case, and she said no. Again they whipped her.

This time her fighting spirit was broken and she sobbingly said she would give in to their demands. "Let's give her another," said one of the band. "No," Pinion is said to have replied, "she has had enough." Judge James, after sending the jury out, said: "There are eight defendants here charged with a capital offense. They are not handcuffed and are under guard of only two deputies. I do not think this safe. Therefore, I order the sheriff to handcuff these men and ask the military to detail ten armed men to serve as guard." The defense objected vigorously, but the judge refused to withdraw his orders.

UNION CITY, Tenn., Dec. 22.—When Mrs. Anna Jackson, one of the state's witnesses, this afternoon in the night riders' trials, was excused from the stand, she turned to Judge Jones and said: "I will not leave this courtroom without armed protection. I know these men." Mrs. Jackson told a vivid story of several visits of the night riders, corroborating Fred Fehring's testimony on many details, as did other witnesses, and identified by name at least 27 members of the band. She was followed in the stand by her daughter, Miss Dora Jackson, who corroborated her mother.

The last witness of the day was Will Russell, another alleged night rider, who has turned state's evidence. Russell came to Union City after the Rankin killing and made a confession. He was trembling with fear and could hardly raise his voice above a whisper. Russell is under constant guard, but believes that he will be killed, in spite of the protection. Russell's story was practically the same as that told by Fehring.

ASSISTED THE MEN.

Millionaire's Wife Attends Wants of Husband's Employees.

ZEIGLER, Ill., Dec. 22.—With a stubborn fire slowly fighting back hundreds of men who had been ceaselessly at work for days seeking to save the coal supply of the great Zeigler mine, Joe Leiter, the Chicago millionaire, and his beautiful young wife have joined forces with the workmen, and are personally combating the flames. Early today Leiter and his wife, formerly Miss Juliette Williams, of Washington, D. C., were at the scene of the conflict. Leiter was leading the work-

men with an inspiring energy, while on the fighting line, tired but determined, was his beautiful young wife, serving the almost exhausted men with coffee and sandwiches, and encouraging them by her presence. Fire started in the coal beds several days ago. Gradually the flames have eaten their way forward, and what was believed to be a matter of small consequence now threatens the destruction of an indefinite amount of wealth-producing mineral, and the loss of employment to hundreds. Mrs. Leiter has had bandages, medicines, salves, etc., brought from the commissary to the mouth of the shaft, and there she has erected a temporary hospital tent. Cots and warm bedding were also brought into service, and when a fire-fighter, singed by the heat, overcome by the smoke, or weakened by exhaustion, was brought out of the shaft, he received good and effective treatment. In many cases this was administered by Mrs. Leiter herself.

The Zeigler mines are the most valuable of the Leiter properties. Their supply is practically limitless, while great expense has been incurred in erecting homes for the miners and the construction of buildings and the purchase of implements. Since its acquisition, however, the Zeigler property has not been a prosperous one for Mr. Leiter. Soon after its purchase he had the troubles with organized labor, which proved very expensive. These troubles had hardly been smoothed over before the disastrous fire came.

It is believed that if the flames are checked at the present status, the mine cannot be worked for months, and that heavy financial loss has already resulted.

JOE YOUNG GOES FREE

Pardoned from Penitentiary by Governor Chamberlain.

PORTLAND, Or., Dec. 22.—Joe Young, the saloonkeeper who shot at Caspar Van Dran several times, inflicting a wound from which he lay in a local hospital, hovering between life and death for two weeks, again walks the streets of Portland a free man. He was pardoned by Governor Chamberlain, though only a few months ago the governor refused to take such action on the strength of a petition, because of the prisoner's conduct.

The Van Dran-Young affair was one of the most sensational in the criminal annals of Oregon. To this day the police have never discovered who was responsible for the murder of Mrs. Minnie B. Van Dran, wife of the man whom Young shot. Mrs. Van Dran quaffed a dose of cyanide of potassium in the presence of her sister and barely had enough time in which dramatically to warn her sister against swallowing the fluid before she toppled over and expired. Only a few months passed before Van Dran committed suicide in a room at the Oregon hotel by taking the same drug which ended the life of his wife. In a letter which he left it could be seen that he derived a melancholy satisfaction from committing suicide by using the same instrument which sent his wife to her grave.

Young was tried previous to the suicide for assaulting Van Dran with a dangerous weapon with intent to commit murder, and on being convicted was sent to the state penitentiary for six years. Sentence was pronounced October 17, 1905, when an order was granted for time in which to file a bill of exceptions. The bill was filed November 21, 1905, at which time Young went to the penitentiary. He had been in the penitentiary, therefore, only a few days more than three years when Governor Chamberlain pardoned him. The supreme court did not interfere in the case on appeal.

Portland Church Burned.

PORTLAND, Or., Dec. 21.—Fire which started in the roof, from causes unknown, virtually destroyed the Immanuel Baptist church, southeast corner of Second and Mead streets, in this city. Damages by both fire and water are estimated to be about \$5000, of which \$3000 is covered by insurance. The property is valued at about \$6000.

Still, the bills of the late shoppers don't come in quite so early.

ELSEWHERE FOR SALE OF BONDS

One more chapter has been added to the waterworks bond sale matter and it is one which will not be apt to be greatly relished by the bond and banking firm of John Nuveen & Co. of the city of Chicago, when they receive notice of the action of the Medford city council at a special meeting held yesterday afternoon.

The special meeting was called for the purpose of considering a report made by Attorney A. E. Reames. In the absence of Mayor Reddy, who is out of the city, the chair was occupied by Councilman Trowbridge. All the other members of the council were present with the exception noted and Councilman Merrick.

After a conference as a committee of the whole with Mr. Reames, the report was gone over carefully. After that the council again went into session and adopted the following report:

To the Honorable Mayor and City Council, Medford, Or. Gentlemen: In the matter of the difficulty between the city and Nuveen & Co., I desire to say that, at the time when the matter was submitted to me originally there had been differences between the parties as to the amount to be paid for the bonds, the city demanding face and accrued interest and the company demanding that it be permitted to sell the bonds only as the money was required for construction and to purchase the bonds at face, thereby discounting the interest, which would amount to something over \$20,000, and claiming an additional commission of \$18,000. At this same time the bonds had been sent to Chicago and the company permitted to hold out \$831, accrued interest, under the express understanding with the city that the matter as to whether that interest would be due the city or not should be determined when the whole matter of interest would be settled by the parties.

Bond Company Agreed.

Subsequently, upon my advice, a telegram was sent the company that no bonds would be delivered without payment of accrued interest and principal, less commissions. To this demand the company finally acceded. Fifty thousand dollars par value of the bonds were then sent to the First National at Chicago, with draft attached, and I take the responsibility for having included in the draft the \$831 back interest. This was included for the reason that it was an interest item to be paid or not, according to the settlement of the interest question with the company. The company having agreed to pay accrued interest, I regarded this question as determined and realized that the money could be collected easier now than at the final sales. I also appreciated from the former conduct of the company that if the matter were permitted to drift until all of the bonds had been sold, the money could only have been recovered by a suit in Chicago. When the bonds reached the First National in Chicago, the company caused the bank to wire the Jackson County bank that the company claimed possession of the bonds by reason of having tendered the amount of the draft, less the \$831 back interest. I realized that the city needed the money at once, and appreciated that the company was preparing a way to tie up the bonds in the Chicago bank with an injunction. Had this been done it would have been almost impossible to sell the remaining bonds until these numbers were disposed of; hence I caused a wire to be sent to deliver the bonds, with notice that the claim of \$831 interest was not waived. I then received an unfair and insulting wire from the company to the effect that, inasmuch as I had violated the subsequent contract by tacking on to the draft back interest, they gave notice that they did not waive their rights to recover interest which they had paid or might in future pay. I thereupon caused the following wire to be sent:

Medford, Or., Dec. 10, 1908.—John Nuveen, Chicago, Ill.: If you think you have the city on the run,

you would only get a temporary one, backed up by a bond, which we would see would be ample for the damages, and there ought to be absolutely no trouble in dissolving the injunction at once. This would determine the matter in question here at home and not compel us to go to Chicago with a lawsuit. I have been informed that they are selling the bonds at 101 and they are deducting pro rata an \$18,000 commission, so there is no doubt but what they will accede to the terms if they have an opportunity, and realize that the city is not bluffing. However, I would not give them this opportunity now, but ask that the city proceed along the lines indicated and ignore them entirely. Under no circumstances would I make any arrangements to send the bonds out of the jurisdiction of the state. The company is evidently getting some information from some source that the action of the recorder in sending the telegrams is unauthorized. I desire to say that while the recorder has acquiesced in my position and in what has been done, that I take the responsibility for all of the telegrams sent and the policy followed since I came into the matter. You have now found the company out and you know what it will do to you if it gets a chance. You are all business men, and I know that you will appreciate the necessity of terminating business relations with brokers who follow the line of business conduct indicated in the recent telegrams sent by the company.

Recommend New Ordinance.

When this last shipment of bonds was in Chicago I appreciated that the city needed the money therefor and thought it best to take these steps after the money had been paid. Between now and the time you will need any more money you have ample time for the sale of the rest of the bonds, and if you deem it necessary, providing for a change of the place of payment of the bonds and coupons. These interest coupons ought not to be paid at the office of any business concern except one known and appreciated to be fair and just. It looks to me like there will be no end of complications and entanglements if you attempt to continue business relations with these people. What I would like done is to have the matter of your policy upon these questions settled and determined as quickly as possible, so that you will not be up against needing more money before arrangements can be had for it. I am not advised fully, but understand that the company has the plates for these bonds, and that it issues them in lots as required and sends them here for signature. This is putting too much power in the hands of people who have the business methods indicated by this company in its telegraphic communications. I trust that my action in this regard will be approved, and I am

Christmas Footwear

We have a large assortment of fancy SLIPPERS for Men, Women and Children. Decorated Moccasins for Everybody and a full line of all FOOTWEAR

Store will be open every evening until Christmas

C. W. McDonald

get it out of your system. City has no contract whatever with you. Hereafter bonds will be delivered to Jackson County bank and held there until money is received. Bank will accept payment in Chicago, but bonds will not leave city. No bonds will be delivered except upon payment of accrued interest and of the back interest now due. Wire your acceptance of these conditions within 48 hours or city will take steps for new sale. If you want the bonds on these conditions, get busy; if not, wire to that effect and save further telegraphic expense.

To this wire there has been no reply, though I understand that Mr. Vauter has received a wire from them to the effect that the telegram which I sent was unauthorized and undignified. I do not care anything about this part of it, as I realize that no one careful in the use of language would employ dignified terms to crooks any more than a man would dress up a donkey in starched linen. In the telegram which I sent you will notice that I took the responsibility of advising the company that hereafter no bonds would be sent to Chicago; that they would be deposited here, and that while this bank might accept payment in Chicago, the bonds would not leave here until this had been done. I regard this as absolutely essential to be complied with. It is absolutely unreasonable for a city to send its bonds into another state, where they may be tied up with an injunction. Furthermore, the bonds are made payable at the office of the company, which will some time in the future doubtless give a great deal of trouble. It is not common, nor is it business, for a city to send its bonds into another state to be delivered or not, according to the demands of the purchaser. I do not take any notice, from our standpoint, of the wire which Mr. Vauter has received from the company, nor of their silly assurance to him personally that they will pay the accrued interest. This does not amount to anything at all. They did not answer my wire giving them the 48 hours in which to reply, and I respectfully ask that the city back up my action in this matter and absolutely ignore the wire to Mr. Vauter and proceed at once to sell the remaining bonds elsewhere. The statement of the company in the wire to Mr. Vauter, to the effect that he should have his attorney block any resale, is a cold bluff, made at long range. The company recognizes at once that it cannot insist on the pretended contract, else it would not have offered to give up the \$20,000 interest. If the company wants to litigate the matter, its proper remedy would be to proceed to enjoin the city from selling the rest of the bonds, and to do this would have to be done at its pretended contract. As there are two Oregon Supreme court cases directly to the point that this is no contract, the company, if it got an injunction,

would only get a temporary one, backed up by a bond, which we would see would be ample for the damages, and there ought to be absolutely no trouble in dissolving the injunction at once. This would determine the matter in question here at home and not compel us to go to Chicago with a lawsuit. I have been informed that they are selling the bonds at 101 and they are deducting pro rata an \$18,000 commission, so there is no doubt but what they will accede to the terms if they have an opportunity, and realize that the city is not bluffing. However, I would not give them this opportunity now, but ask that the city proceed along the lines indicated and ignore them entirely. Under no circumstances would I make any arrangements to send the bonds out of the jurisdiction of the state. The company is evidently getting some information from some source that the action of the recorder in sending the telegrams is unauthorized. I desire to say that while the recorder has acquiesced in my position and in what has been done, that I take the responsibility for all of the telegrams sent and the policy followed since I came into the matter. You have now found the company out and you know what it will do to you if it gets a chance. You are all business men, and I know that you will appreciate the necessity of terminating business relations with brokers who follow the line of business conduct indicated in the recent telegrams sent by the company.

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ready to take such steps in the matter, in connection with the city attorney, or will be glad to have him take such action individually, as to you would seem just and proper. Yours truly, A. E. REAMES.

CLASSIFIED ADS.

FOR SALE—100 acres near Eagle Point; 20 acres under ditch; \$30 acre; rare bargain. Address Box 671, Medford. 142-1f

FOUND—Three-year old steer, brown line back, star on his forehead. Came to my ranch last November. O. E. Rose, Applegate. 48-5tp

WANTED—To rent or buy small farm within driving distance of a good town; place for dairying preferred; may consider unimproved land if price is reasonable. Give full particulars. Address A, care Mail. 51-2tp

FOR SALE—Farm, 122 1/2 acres, 1/2 mile from Myrtle Creek, Oregon, between 60 and 70 acres in cultivation, fine bottom and black loam fine for fruit, corn or alfalfa, price \$50 an acre. For further information address Box 31, Myrtle Creek, Oregon. 4t-p

FOR SALE—Saw mill and timber for sale. One double circular saw mill, nearly new, with capacity of about 20,000 feet daily; 45-horse power engine; also about 2,000,000 feet choice fir timber for sale at reasonable price. Mill stands on timber land. Enquire at the office. 51-4t

SUMMONS

In the Circuit Court of the State of Oregon, in and for the County of Jackson.

In the Matter of the Application of Charles A. Peninger to register title to the following described real property situated in Jackson County, Oregon, to-wit:

Beginning at a point on the south boundary of Section 28, in Township 26 south of Range 2 west of the Willamette Meridian, which is 16.45 chains east of section corner common to Sections 28, 29, 32 and 33; thence east along said line 18.32 chains; thence north 15.01 chains; thence west 18.32 chains; thence south 15.01 chains to the place of beginning, containing 27.60 acres.

Sarah L. Hanson, I. J. Hanson, her husband; Sarah L. Hanson, guardian of John A. Peninger; Hattie Grieve and Andrew Grieve, her husband; John A. Peninger; Fred Peninger and Minnie Peninger, his wife; Obadiah B. McFadden and his heirs, and All Whom It May Concern, defendants.

To Sarah L. Hanson and I. J. Hanson, her husband; Sarah L. Hanson, guardian of John A. Peninger; Hattie Grieve and Andrew Grieve, her husband; John A. Peninger, Fred Peninger and Minnie Peninger, his wife; Obadiah B. McFadden and his heirs, and All Whom It May Concern, defendants:

IN THE NAME OF THE STATE OF OREGON, You, and each of you are hereby required to appear and answer the application or complaint filed against you by the applicant above named on the 21st day of December, 1908, within ten days from the date of the service of this summons upon you, in the said county of Jackson, Oregon, or of service within any other county in this State, then within twenty days from date of the service of this summons upon you, or if served by publication thereof, then within six weeks from the date of the first publication thereof; and if you fail to so appear and answer for want thereof, the applicant herein will apply to the court for the relief demanded in said application and take a decree against you in registering title to the lands above described in the said application according to the prayer of said application, and you will be forever barred from disputing the same. This summons is first published for six weeks in the Medford Mail under and by virtue of an order of Hon. H. K. Hanna, Judge of the above entitled Court, made in chambers on the 23rd day of December, 1908, and the first date of publication thereof is on December 24, 1908, and the last is on February 4, 1909.

W. R. COLEMAN, County Clerk. J. A. HARVEY, T. W. MILES, Attorneys for Applicant.

In the Circuit Court of the State of Oregon, in and for the County of Jackson.

In the matter of the Application of Charles Peninger to register title to the following described premises situated in Jackson County, Oregon, to-wit:

Beginning at a point on the south boundary of Section 28 in Township 26 south of Range 2 west of the Willamette Meridian, which is 16.45 chains east of section corner common to Sections 28, 29, 32 and 33; thence east along said line 18.32 chains; thence north 15.01 chains; thence west 18.32 chains; thence south 15.01 chains to the place of beginning, containing 27.60 acres.

Sarah L. Hanson and I. J. Hanson, her husband; Sarah L. Hanson, guardian of John Peninger; Hattie Grieve and Andrew Grieve, her husband; John A. Peninger; Fred Peninger and Minnie Peninger, his wife; Obadiah B. McFadden and his heirs; and All Whom It May Concern, defendants.

TAKE NOTICE, that on the 21st day of December, 1908, an Application was filed by said Charles A. Peninger, in the Circuit Court of Jackson County, Oregon, for the initial registration of the title to the land above described. Now, unless you appear on or before the 18th day of February, 1909, and show cause why such application shall not be granted, the same will be taken as confessed, and a decree will be entered according to the prayer of the application, and you will be forever barred from disputing the same. Witness my hand and seal of the Court hereunto affixed this 21st day of December, A. D. 1908. (Seal of the Court) W. R. COLEMAN, County Clerk of Jackson County, Oregon, and ex-officio Clerk of the Circuit Court in and for said County and State.

SAFE DEPOSIT BOXES FOR RENT

THE MEDFORD NATIONAL BANK

WE 31 PER PAY 32 CENT ON SAVINGS ACCOUNTS

A GENERAL BANKING BUSINESS TRANSACTED

WE SOLICIT YOUR PATRONAGE