

LEFT ALL TO WOODS

Witnesses Signed Blank Affidavits Freely.

NOTARY TELLS OF METHODS

Dates Were Filled In by Hoses Wood—Many of the Blanks Were Used for Unknown Claimants.

The most damaging testimony that has yet been introduced by the prosecution in the case of T. A. and Hoses Wood, accused of conspiracy to defraud the Government on pension claims, was brought out yesterday. It pertained to the method of doing business employed by Wood and his son in securing the pensions for the veterans of the Indian Wars. The testimony showed great irregularity in the means of securing and swearing to affidavits. The most serious testimony was given by Joseph L. Melrath, the notary public, who swore to most of the affidavits and claims. He admitted that in most of the cases cited, that his jurat was affixed when the witnesses were not present and that the date borne by the papers were erroneous. He further testified that Hoses Wood did most of the dating, saying that he did not like his (the notary's) method of dating.

A large number of witnesses were examined in the morning, but the afternoon was principally devoted to the consideration of the Government's documentary exhibits in the case. Melrath was on the stand most of the time, identifying papers and stating what he knew about the discrepancies found in them. The prosecution will probably finish its case today or tomorrow, then the defense will have its inning. The case will undoubtedly run through the week and possibly several days of next week.

When court opened yesterday morning R. B. Wilcott was called to the stand. He testified that he had not intended to sign the affidavit used by Mrs. Rosetta Garrison, but that the name had been filled in a blank affidavit which he signed, expecting it to be used for some member of his company. Witness admitted that he had signed a dozen or more blank affidavits, which he said he expected to be used for veterans about whom he had given Wood information.

Hiram Wood, a gray-haired veteran, whose name appeared on a number of affidavits, was the next witness. He said that he could not write or read, but that he made his mark on two or three blank affidavits. These he said he had not intended to be used for himself, but that Harvey A. Hogue, Jane Greer and others for whom they were used. He admitted, however, on cross-examination that he knew the persons named and could have sworn as to their claims. He declared, however, that he was not in Portland on the date which the notary's oath alleged as the time he swore to the affidavits. Wood amused the spectators by hanging his feet over the jury box and remarking to Judge Bellinger in the midst of the proceedings, "You've ketchered pretty old since you've been here."

John W. Woodard, who signed as a witness of the mark of Hiram Wood, identified 11 affidavits as those to which he had signed Wood's name and witnessed the mark. He said that the affidavits were blank when he signed them. On cross-examination he admitted that Hiram Wood had given T. A. Wood information relative to old veterans and that he had identified a number of them.

A. H. Matthews, whose name appeared as a witness to Roxana White's claim, testified that he never knew the applicant. He said he had signed some blank affidavits and he guessed that name had been filled in. On cross-examination he admitted that he and Wood went over the master rolls together and he identified a number of old veterans and gave him information which he supposed would be used to get them pensions.

The first witness of the afternoon was Joseph Gibson, whose name appeared on an affidavit for the claim of Ruth Cook. Witness said he knew one Mrs. Cook, but Ruth Cook was not the one he knew and he did not intend that his affidavit should be used for her. He, too, had filled out blank affidavits, but said he intended them to be used for the members of the companies of Hayes and Henderson. He admitted that he signed about 75 blank affidavits. The witness swore also that the affidavit of Ruth Cook was not signed by him on the date that the notary's jurat set forth.

Mrs. Gibson corroborated her husband's testimony. Ruth Cook, said she, had requested Mr. Gibson to make an affidavit for her at the suggestion of Wood.

Municipal Judge H. W. Hogue testified that he had never seen until a short time ago, an affidavit in behalf of his mother's claim, signed by Hiram Wood. That affidavit, he said, had not been requested by him or his mother.

Cornelius Beal swore that he signed an affidavit in behalf of Sarah A. Hill and called the attention of Wood to the fact that she had been married after the death of her husband, the Indian War veteran. Wood, he said, had asserted that it was all right for him to make the affidavit, notwithstanding the fact that she was married. The witness did not know that the second marriage took from her the right to a pension.

On cross-examination Beal admitted that he did not know positively that Mrs. Hill married a second time, and could not swear to it, but understood that she had.

Emily A. Hakht, a colored woman, testified that she signed as a witness for Mrs. Hill, but that she understood Mrs. Hill to be married again.

The next witness called was Joseph Melrath, the notary public who affixed his jurat to the majority of the documents alleged to be frauds. Witness admitted that he was employed to attend to most of the work in the pension cases. There were shown him a bundle of claims, affidavits and fee agreements which bore his jurat and which other witnesses said they did not swear to on the date shown by his jurat. In almost every case the witness admitted that his jurat was not affixed on the date shown, but at some later time. He admitted that on the dates when most of the affidavits purported to have been acknowledged by him, he was not in Portland. He admitted further that he could not say he administered oaths to all the witnesses. He had sworn to great number, but not on the dates shown in all cases.

Upon further questioning he admitted that Hoses Wood had charge of dating the affidavits. "Hoses asked me to let him do the dating," said Melrath, "because he did not like my style of dating."

"What did he mean by that?" asked Mr. Hall.

"I don't know what he meant, but I know what I think he meant," replied the witness.

The defense objected to any expression of opinion by the witness.

The witness explained the erroneous dates on other papers by saying that he signed some by mistake, not noticing the date when he signed them and affixed his seal.

He was then shown 27 fee agreements which bore his jurat. He admitted that every one had been erroneously dated, and that he had not affixed his jurat on the dates shown. He explained that he did not do the dating of these papers. He thought Hoses Wood and Miss

Moore, a stenographer, had done the dating of the papers. Court adjourned with Melrath still on the stand. The trial will be resumed at 10 o'clock this morning.

BUES WIFE-BEATER.

Amelia Sirianni Declares She Feared for Her Life.

Amelia Sirianni, who caused her husband, Paolo Sirianni, to be arrested and fined in the Municipal Court Wednesday for beating her, yesterday commenced suit against him for a divorce. Sirianni owns a bootblack stand on Pine street, and the plaintiff says he has money in the bank and is well able to pay the fees of her attorney, Albert Ferrara, amounting to \$100, and she asks the court to order the defendant to contribute alimony for the support of herself and two children.

The Higans were married in this city in 1898. Mrs. Sirianni complains that in November, 1901, her husband beat her and threatened to kill her with a revolver. In May, 1902, she says he again beat and kicked her, and again recently, when she was compelled to have him arrested in order to protect herself.

She avers that in April, 1904, they signed an agreement of separation, but Sirianni did not abide by it, but instead continued to abuse her and threaten her life. Mrs. Sirianni states that when her husband is fully armed he carries a revolver, a stiletto and a razor. She asks the court to decree that she shall have the custody of the children. At her request Judge George issued an order restraining the defendant from molesting his wife or interfering with her in any manner.

BELIEVES BILLS ARE TOO HIGH

Judge Webster Says Aid Society is Costing Too Much.

The bills of the Boys' and Girls' Aid Society for maintenance of wards committed to the care of the society by the Municipal Court, recently held up by the County Board, have not yet been passed upon. Judge Webster said yesterday that he and Mr. Gardner had talked the matter over and he was satisfied everything could be arranged agreeably. He said the bills presented by the society were correct, and there were no claims presented in cases of recommitments, but the court thought the bills were getting to be too big. The bill for March is \$230 and for April \$120. The law allows not more than \$25 for each commitment, and the society has been charging only \$5. Judge Webster expressed the opinion that if the number of wards committed to the society was becoming too numerous, the price per commitment ought to be reduced below \$5.

SHE CLAIMS THE FIXTURES.

Jemima Bateman Asserts Ownership to Butcher-Shop Furniture.

Jemima Bateman, who desires to prevent the removal of fixtures, counters and tools from a butcher shop in Upper Albina, yesterday filed suit in the State Circuit Court against George M. Brown, H. H. McCarty and James C. Williams, who claim the shop as their own. Judge George issued a temporary restraining order.

In her complaint Jemima Bateman alleges that on January 12, 1904, she leased the store at the corner of Williams avenue and McMillan street to McCarty and Carlin for a term of three years. She states that she owned the counters, meat racks, scales and tools in the place at the time the lease was executed, and that in April, 1904, McCarty and Carlin disposed of the lease to Brown, who threatens to take out the fixtures and other property, which she does, it is alleged, will injure and deface the building.

Says He Owes No Money.

Thomas Thwaite, proprietor of the Cactus Hotel, at 125 Sixth street, alleges that he does not owe H. E. Edwards, furniture dealer, any money for furniture in the place, and he denies the right of Edwards to remove any of the property. The furniture was sold under a lease to J. H. Sears and W. S. Morrill in November, 1901, and the inventoried price was \$1571. Sears sold to Morrill in September, 1902, and Morrill sold to Thwaite in April, 1904. Thwaite avers that the payments made on the stuff aggregated \$1000, and that Edwards has no further lien against it. These facts appear in an answer filed by Thwaite yesterday in the State Circuit Court. The other side will come out at the trial of the case, which will occur soon.

Prisoners Are Contented.

The 40 prisoners employed on the county rockpile on the Canyon road, are all working faithfully and seem to be contented. They are conveyed to and from the quarry in a large wagon which has seats and ample room for all, and they are well fed. The men are all on their good behavior with the expectation that they will be allowed credit for their terms. These facts appear in an answer filed by Thwaite yesterday in the State Circuit Court. The other side will come out at the trial of the case, which will occur soon.

Decisions Today.

Judge George will decide the following cases this morning:

M. G. Morgan et al. vs. Multnomah Fair Association; motion to strike out parts of reply.

Ditchburn vs. Nixon; motion to make complaint more definite and certain.

Riterson vs. Morrill; motion to strike out bill of disbursements.

Nannie M. Stoner vs. S. P. R. R. Co.; motion to strike out parts of answer.

Registration Proceeds Slowly.

Registration is progressing rapidly, and it is anticipated that the rush will continue until the close, Monday next, at 5 o'clock P. M. The present average is about \$60 per day, and Wednesday night when the books closed the total registration was \$1,960. The final total is expected to be at least \$2,000. The office is kept open every night until 9 o'clock.

Suit Compromised for \$1500.

Matthew Vranizan, administrator of the estate of Peter Vranizan, deceased, who was killed recently in an accident on the Portland Railway Company, has settled a damage case against the corporation for \$1500. The administrator yesterday notified the County Court of the compromise, and Judge Webster made an order confirming it.

Vigor and vitality are quickly given to the whole system by Hood's Sarsaparilla.

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Every Elgin Watch is fully guaranteed. All jewelers have Elgin Watches. "Timekeepers and Timekeepers," an illustrated history of the watch, sent free upon request.

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SNOW IS STILL UNMELTED

DANGER OF BIG FLOOD IS NOT YET PASSED.

High Water in Snake and Columbia Rivers May Occur at the Same Time.

The winter accumulation of snow hastens about loosening its hold on the earth in the up-country, and the impending freshets on the Snake and Columbia Rivers still impend. The present warm wave that has been felt along the coast and throughout the Willamette Valley, has not moved far enough eastward as yet to raise the temperature into the 50's and 60's in Idaho, British Columbia and Montana, and until that time comes the rivers will not rise. Even yesterday it was cool in the country where the waters are to come from, and the indications are only for slight rises. On the Snake somewhat of a rise is at hand, but it is very slow to come, and on the Columbia there will be a similar rise in a few days, but hot weather alone will melt the snow in the mountain cañons.

There is enough snow in the mountains to make very high water this year. Whether it will be excessive or not depends upon whether the crests of the Columbia and Snake floods come at the same time or with an interval. The Snake should come first, rising further south, and it is bound to be high when the Columbia comes, but if its highest point has been passed before the Columbia freshet comes, the flood will not be destructive. The Willamette has done its little worst long ago and it now remains to see the Titan stream work off their superabundant strength. If the country escapes unscathed, the usual thing has happened: if there is a flood, there is nothing to do but stand for it.

NOT A FULL-FLEDGED TRUST.

Planing Mills Establish Agency for Handling Large Orders.

Most of the larger planing mills of Portland have combined to the extent of forming an agency, with J. C. Gripper as manager with an office at 71 First street. The purpose is to be able to handle large orders conveniently. This will be done by giving to the mills best adapted to the purpose the different parts of large orders, so that the whole can be got out quickly and cheaply. The agency will not be like the City Retail Lumber company, which handles all the local trade, for the individual mills will sell and compete with each other much the same as ever.

The agency has been established to broaden the trade. No one planing mill or saw and door factory can afford to place men in the Eastern field and if it could, it could not handle the immense orders that often come from that part of the world. Such orders coming to the agency, will be subdivided among the mills, the final purpose being to classify the mills, each one doing its specialty. The agency will not represent an actual combine as the orders will be taken on commission and business will be done as by most manufacturers' agents. Sub-agencies will be established in Eastern cities.

The firms represented are the West Coast Sash and Door Company, North Pacific Planing Mill, Hockmeyer & Buffington, Enterprise Planing Mill, Day Lumber Company, Excelsior Planing Mill, George Ainelle & Co., Nicolai Bros. & Co., Frank Schmidt & Co., Portland Fixture Company and Northwest Lumber Company. The agency has been organized by A. F. Biles, manager of W. P. Fuller & Co., and Mr. Gripper, the manager, was formerly of the same concern.

HE KNOWS OF OTHERS.

Saloonman Says Many Dealers Sell to Minors.

G. A. Lane, keeper of a saloon at Fifteenth and Sawyer streets, was fined \$100 by Judge Hogue, yesterday, for passing beer over his bar to three boys. There were six charges against the man, three of selling liquor to boys and three of allowing minors in his saloon. On the three charges of selling liquor he was fined \$100, while the other three charges were continued and will be held against him should he ever again be arrested on similar accusations.

According to the evidence introduced Lane not only sold liquor to three 16-year-old boys but allowed them to shake dice for the drinks and gave them the freedom of the barroom. Deputy City Attorney Fitzgerald was bitter in his denunciation of Lane saying the man should receive the limit for poisoning the systems of young boys with beer. He gave it as his opinion that unless saloonkeepers are so doing, saying charges should be brought against their keepers as well as against himself. He was invited to swear out warrants for their arrest, but declined the invitation.

The defendant, through his legal representative, Attorney Cameron, said all saloonkeepers are in the habit of selling to boys, and mentioned several saloons that are so doing, saying charges should be brought against their keepers as well as against himself. He was invited to swear out warrants for their arrest, but declined the invitation.

Wilhelmina Anderson Wins Suit.

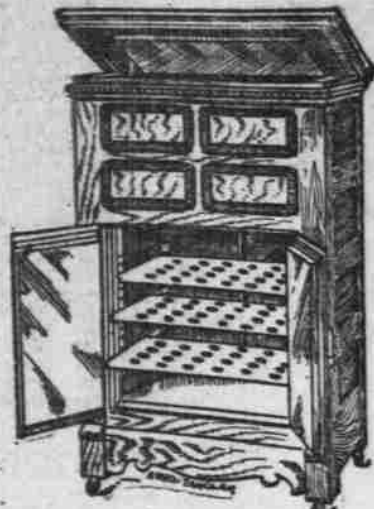
Wilhelmina Anderson was awarded judgment for \$1000 damages by Judge Sears yesterday against D. Tempest on account of personal injuries received at his hands on December 1, 1903, and also on December 10 following. The parties conducted a lodge-house together, known as the Abbott, on Washington street, between First and Second, and Mrs. Anderson, who is a good-looking woman about 30 years old, testified that Tempest had the lease in his name and made up his mind to get her out. She said that on the occasion of the first assault he struck her with his fist, choked her, threw her upon the floor, and called her vile and abusive names. He repeated this sort of treatment ten days later, also kicking her.

Dr. Schneider testified that Tempest ill-treated Mrs. Anderson and said he thought Tempest was jealous of her. Detective A. G. Vaughn also testified in her favor. Judge Sears before pronouncing judgment, asked C. W. Idelman, attorney for the plaintiff, if the judgment was collectible, and the attorney announced that he felt sure he could get the money. The litigants are no longer associated together in business, Mrs. Anderson having disposed of her interest in the lodge-house.



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TWO ESSENTIAL FACTORS in the construction of a practical refrigerator are total exclusion of outside air and a perfect circulation of inside air. The outside air must be excluded because it contains heat and other agents of decomposition, and the inside air must be kept in circulation in order that an even current of pure, cold, dry air may constantly pass over and around the contents of the food chambers. Glacier Refrigerators are insulated from outside heat by a three-inch wall consisting of eight sections of nonconducting material. As all doors are equipped with Glacier Air-Tight Locks, the refrigerator when closed is heat-proof and air-tight.

A THOROUGH CIRCULATION is maintained by means of a false bottom to the ice chamber. The heavy, cold air falls through this opening into the provision chamber, where it forces the warmer air up through a system of flues into the ice chamber. Here all the odors and impurities are removed as the air passes over the ice and under the false bottom to continue its circuit as before. As long as there is ice in the ice chamber there is a constant circulation of pure, cold, dry air passing through the food and preserving it.

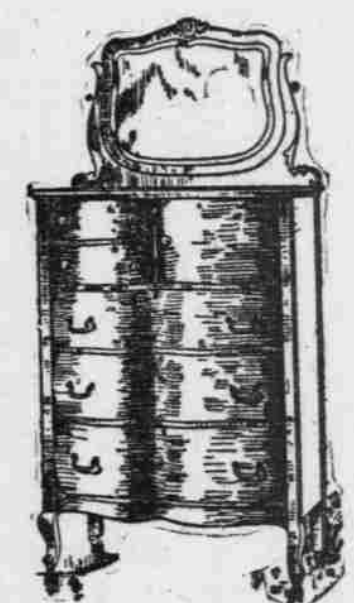
GLACIER REFRIGERATORS are all furnished with sliding racks, adjustable to any height, patent spring hinges, metallic ice racks and patent automatic drain traps, which allow the waste water to escape, but prevent the admission of air. The outside cases are built of selected ash and quartered oak, finely finished and polished. The fittings are of nickel-plated solid bronze and the linings of high-grade zinc or porcelain. We have them in all sizes.

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