SLAIN BY TRUST

Cattlemen Victims of Combination.

COMBINE QUOTES PRICES

Growers Must Sell to Trust or Keep Their Beef.

ALL TERRITORY IS DIVIDED

Buyers Will Not Bid Against Each Other, and Cattlemen Are Driven to Corner, Where They Cannot Even Stand at Bay.

BY JOHNSTON MCCULLY.

Not only does the local beef trust hold up the retailer and through the small dealer the consumer, but it goes farther, attacks the grower, and forces cattlemen to come to its terms, buys beef on the hoof at its own price, grades the beef according to its own standard, and catches the lucre "comin' and goin'."

Moreover, there is said to be an unholy alliance between the packers and wholesalers of Portland on the one side and the packers and wholesalers of Seattle and the Sound country on the other, an alliance that draws invisible lines through the country of beef production, invisible lines that divide the territory and lay out claims with such fidelity that Sound packers and Portland packers never bid against each other in the field, thereby forcing the grower to deal with but one man, who offers prices such as a man will offer when he knows there is no possibility of competition.

Growers Once Rebelled.

Less than a year ago, when the packers deemed it safe to lower the price of beef below the 4-cent margin, the growers in Oregon rebelled. The buyer who invaded the Portland territory was told in a few words that he could not get beef unless he paid a respectable price, unless he was willing to give growers enough money for their stock to make cattle-raising a lucrative industry.

The growers, perhaps, had met beforehand and arranged to "get together," and they did so. The buyer for the Portland district found that throughout his territory growers refused to sell at the prices he offered, and stated that they desired a certain price—a price that appeared uniform with all growers in the territory.

Buyer Deserts Territory.

The buyer hastened to a telegraph office when this was discovered and proved to his satisfaction, and wired the circumstances to his house, or houses, in Portland. He did not receive an answer to pay the growers the reasonable price they asked, nor was he told that the beef had to be purchased at any price because the packing-houses absolutely needed it. Instead, he was ordered back to headquarters forthwith. The following day beef was raised 2 cents a pound, and when consumers and retailers alike asked why, they were told that beef was scarce, and that anything scarce was necessarily higher than something that was plentiful.

This "scarcity of beef" cry of the packers and wholesalers held a small grain of truth, because it was evident to retailers who watched the yards for a few days at that time that there were no large shipments. But about the time the dealers ceased to hang around the yards the trust made another move.

Buys Beef in Colorado.

The buyer was hurried to Colorado, and there he visited the ranches for the purpose of purchasing beef on the hoof. He was forced to bid against the real beef trust, the beef trust in capital letters. He met buyers for Armour and for Swift. When these men learned that there was a hostile buyer in the field they began their usual series of tricks. The Portland buyer played up to them—and he got the beef.

He got it at 2 cents a pound more than he would have had to pay the Oregon growers to satisfy them and give them a little profit. He shipped the cattle to Portland, and the local trust paid the freight. This made the beef fully 3½ cents higher than Oregon beef would have cost when purchased at the price the growers demanded. But the trust didn't care, for it was playing a game.

Prices Raised Again.

The man in Colorado purchased as much beef as he would have purchased had he confined his operations to the Oregon territory. Prices remained high, because, the packers said, of the "scarcity of beef." Small dealers paid the prices and the wealthier class of consumers paid the advance in turn. The poor ate no beef.

When it came time for the buyer again to invade the Oregon field, the catlemen waited for him in vain. Their cattle were ready for sale; they had a large stock on hand from the last season, and the stock of the new season. Feeding had cost; and they still wanted their 5 cents a pound, which the buyer had refused to give them before. They knew it had been reported that beef was scarce. They figured that the Portland buyer had been forced to purchase in other and more expensive fields, and they thought he would be very willing to come to their terms in order to get the meat he needed. But still the buyer did not appear.

"Feed Your Cattle."

They communicated with the Portland packers. In time they received an answer. The answer said: "Feed your catle; we don't want them."

Then the growers began to investigate. They discovered that the Portland buyer was trotting off to Colorado to purchase stock, that he paid a price greatly in excess of what they desired themselves, that freight cost more, that beef, therefore, was much higher in Portland, that they themselves were being blamed for the "scarcity of beef," when, in reality, beef had never been more plentiful—that is, on the hoof.

Seattle Refuses to Buy.

Aroused with righteous indignation, the growers "got together" again. They determined to boycott the Portland buyers and sell to the Sound country. The buyers of the Sound country were so notified, and the intimation went to them that there was excellent 4-cent beef going begging in the State of Oregon. Enthusiastically they waited for the reply which was to tell them, they thought, that a buyer was on the way. The reply came. It read: "We have enough beef; we don't need yours."

How does it happen, the growers asked themselves, that beef is so scarce in Portland when Seattle has all she needs? They began to reason it out. When they did this they discovered that they were slipping toward the little end of the horn. They saw that they were in the grasp of the octopus. A little more investigation convinced them that the Seattle buyer was purchasing beef in his own district, and paying a little more than the Portland buyer first offered them. They also discovered that when the Seattle packers said they had enough beef they deliberately falsified. They had beef, perhaps, but the market was by no means flooded. The growers at this juncture tripped over the invisible line, and the cat jumped out of the bag. They came to the conclusion that if they sold beef at all they had to sell it to the Portland packers. Seattle men would not take it because of the alliance. The big trust would not take it because they got all they desired in other fields not so far away from their operations. They discovered they were cornered.

Panic Among Growers.

Then came the panic. The understanding between the growers melted away like snow in a Summer sun. Individual cattlemen wired frantically to Portland. They wanted to sell beef, and they didn't care what they got for it. They had to sell beef because the stock was feeding, and it was feeding at a great loss to the grower.

In time the Portland buyer journeyed nonchalantly to the field. He said he understood the growers had beef to sell. They replied that they had. He asked what they wanted for it. They mentioned 4½ cents. The buyer stated that the price was too high.

"What will you give?" asked the growers.

"About 3½ cents," replied the buyer.

"We thought beef was scarce," said the growers.

"I gues there is an abundance," said the buyer, with a sinister smile.

In time the growers trotted out their beeves at 3½ cents. The buyer looked them over.

Buyer Grades the Beef.

"Inferior quality," announced the buyer. "Shrinkage will be very great. Cattle will not dress up to the standard. Meat will be tough. Am sorry, but will have to make allowance for all this."

The growers looked surprised. They knew their cattle were never in better condition, that the shrinkage would be less than usual, that the percentage would be higher and the meat sounder and better throughout. They stated so. The buyer remarked courteously that he was sorry to be obliged to disagree with them. The growers again saw a great light. They sold their beef at the buyer's figures, and allowed the buyer to grade the beeves according to his own idea of standard. They had to get rid of the beef, an they did it.

The beef was shipped to Portland. The packers had obtained it at a ridiculous figure. The cattle were of excellent quality. The public learned that cattle were more plentiful, and the small dealer had hopes. The poor saw visions of juicy steaks.

Prices Do Not Drop.

But alas! the prices did not drop. When asked why, the packers stated that the beef was not dressing up to the standard, that the loss amounted to a pretty figure, and they were obliged to get their money out of the meat. Dealers wired to Seattle for meat at decent figures. Seattle replied that the supply was so short she had no beef to sell to new customers—that her own trade territory demanded all. The Big Trust was appealed to, and the Big Trust stated that the price of beef was uniform with that sold by the Little Trust, that transportation was responsible for it. Then the small dealer paid the Little Trust its price, and the poor ate no juicy steaks.

Growers Have Learned Lesson.

But the cattlemen! The cattlemen had been taught a lesson. They have never since attempted to quote prices. They are thankful when they get 4 cents and 4½ cents, and when they get 5 cents they have a season of feasting, for it is like a gift from the gods. They know the Little Trust doesn't have to do it. They have to raise beef; they can't raise anything else. Only when irrigation steps in and other things can be raised at a profit will there be a chance for a real scarcity of beef. Only then will there be a chance to make the Little Trust come to the growers' figures. The Little Trust is not worrying about that, however, and the growers are not contemplating improvements with money to be made at that time.

This, then, is the story of how the cattlemen who dared place a price on their own property were punished. It is also the story of how the common people were punished for thinking there was a Little Trust. They perhaps know now, instead of thinking, but they pay for their knowledge, as they did for their suspicions.

Prisoner Threatens Suit.

Oliver Harrington, the refractory prisoner who refuses to work on the rockpile under J. F. Johnson, guard, threatens to file criminal proceedings against the guard when he is released from the County Jail. Under the law Harrington is not entitled to time allowance while he refuses to work, and if this rule is enforced and he adheres to his determination not to break rock, he never will get out of jail. His sentence expires May 17, and if not released on that date he will file a habeas corpus petition. Harrington says Johnson struck and threatened him, and Johnson declares Harrington interfered with the discipline of the prisoners.

Irrigation Committee to Visit Fair

WASHINGTON, March 30.—The irrigation committees of House and Senate will leave Kansas City June 1 to visit all the principal irrigation projects of the Southwest and West. They also will visit the Portland Exposition before returning. A number of invited guests and an official of the Geological Survey will accompany the committees.

FINE THEM ALL

Dilatory Contractors Are Made to Pay.

PENALTIES FOR EACH DELAY

Pacific Construction Company Will Also Suffer in Money for Failure to Complete Morrison-Street Bridge on Time.

For the first time in the memory of any official, contractors are to be fined for not completing street improvement work on time.

The street committee of the Executive Board yesterday afternoon placed fines amounting in all to $50 upon four contractors. The amount to be deducted from the pay of the contractors is of course a minor item, it is the precedent which has been established.

Rodney L. Gilsan put down his foot firmly. Mayor Williams offered no objection, and Whitney Boise found himself in the position of helping fine a contractor for whom he is the attorney.

For years and years contractors have been in the habit of completing street jobs whenever they were ready. Any old excuse went with the officials. The present Executive Board has been very easy in this matter. Sometimes it objected to extensions of time on contracts, but an actual fine was unheard of.

At the last meeting, however, it was announced that contractors were to be brought up before the street committee and made to tell why they were not on time with the street improvements.

What is still more surprising the bridge committee of the board will hold a meeting this afternoon at which the amount of penalty to be exacted from the Pacific Construction Company for non-completion of the Morrison street bridge on time will be decided. From what members say it is probable that this fine will amount to several thousand dollars. Minus any fine there is about $7000 yet to be paid on the bridge.

C. F. Swigert, formerly manager of the City and Suburban and a member of the Pacific Construction Company which built the big steel bridge, has made tremendous objections to any penalty being imposed. But he has not been listened to with very much attention by some members of the Executive Board.

According to the contract between the Pacific Construction Company and the city, $50 a day is the penalty provided for non-completion of the structure on time. It was about two months after the stipulated date that the bridge was finally opened. The city receives $32 a day from the Portland Consolidated Railway Company for the use of the bridge. All the time that the bridge's opening was delayed the city was losing the toll from the car company.

The long fight over the brick pavement on Pine street took up most of the committee's session. Elwood Wiles, the contractor, thought no fine should be imposed upon him as he had been delayed sixty days by a sewer, then by the complaint on the brick, and then by the partial change from brick to stone blocks.

"None of these contractors has rustled around to get through on time," declared City Engineer Wanzer, however, and this had much weight with the committee. On motion of Gilsan a fine of $15 was imposed upon Wiles, who is 180 days delinquent.

W. Leiper's first piece of contracting in Portland was an intersection of Jessup street. The contract price was $31. But he was sixty-two days behind time and was fined $5. Smyth & Howard were delinquent sixty-one days on East Pine street.

"Sidney Smyth made a magnificent explanation, but I've forgotten just what it was," said Boise. City Engineer Wanzer's opinion was considered, and the contractors fined $15. The same amount was imposed upon W. E. Cole for delay in the improvement of East Alder street.

City Engineer Wanzer has issued a statement to all contractors delinquent in their work that so far as his office is concerned delays will count against them in the acceptance of improvements.

POLICE FORCE IS INCREASED

Twenty-Eight Men Receive Stars for Duty in Portland.

The police force will be increased by 28 men after April 1. That number of new officers was temporarily appointed by Mayor Williams yesterday, upon recommendation of the police committee. Permanent officers must pass through the Civil Service Commission mill, and an examination will be held soon.

All the new men are between 21 and 40 years. Hereafter 45 years will be the top limit. The men were sworn in and go on duty Saturday. The following were appointed: Ray Smith, Ed Stinott, A. Meyertholen, Galon A. Burnette, Andy Larson, Thomas P. Moran, F. W. Cheney, A. L. Gustafson, Lester G. Potter, Frank J. Heck, Harry Riley, Allison C. Lister, George Huber, Raymond J. Ellis, Ben F. Hunt, C. H. Tichenor, Robert W. Phillips, John W. O'Brien, Phillip Bodway, O. Phelps Pratt, S. R. James, H. E. Parker, James W. Reade, C. S. Van Aucker, George A. Gerry, James W. Blanchard, Chester Inskeep and George E. Chaney.

BIGGEST PLOWING OUTFIT IN OREGON

PENDLETON, Or., March 30.—(Special.)—The largest plowing outfit in Oregon has just been unloaded in this city and will be used on a Umatilla County farm. It consists of a 30 horse-power engine and eight 14-inch plows, capable of cutting 30 acres per day on level land.

The engine will pull the outfit at the rate of two and three-quarter miles per hour, and the plow cuts 112 inches, or nine and one-third feet at each furrow. The engine is a double-cylinder compound, the drive wheels are six feet high and are 30 inches in width, with flanges four inches deep, with which to cling to the ground. The entire outfit weighs about 36,000 pounds and is valued at $5000.

These plows are extensively used in California, Nebraska, the Dakotas and Kansas, and also in South Africa, Australia, Argentine and Canada, but this is the first of this kind to be brought into Eastern Oregon. This outfit will plow as many acres in a day of ten hours as 14 three-horse teams, using one 14-inch share each. One man is required to operate this plow, and it burns about half a ton of coal per day.

PORTLAND ADVERTISING MAN GETS THE OFFICIAL DAILY PROGRAMME CONCESSION.

Albert Hess.

The contract for publishing the official daily programme for the Lewis and Clark Exposition was signed yesterday by Alberi Hess, a well-known advertising man, now on the staff of the Evening Telegram. This is one of the most important concessions granted by the Fair corporation. Bids were received for it from all over the United States, and in the face of this competition Mr. Hess was awarded the contract. Mr. Hess has been connected with the advertising departments of the newspapers of Portland for the past nine years, having met with success in all his undertakings. This programme will be issued in an elaborate form, having a colored cover, printed on fine book paper and illustrated with portraits of the Exposition officers and maps showing the location of the various buildings and amusement attractions. It will be issued daily, containing 16 pages of descriptive matter devoted to the daily events at the Exposition and 12 pages of advertising.

MARVELS AT CITY'S GROWTH

Dr. Webb Predicts Great Future for Portland.

Dr. William Seward Webb, President of the Rutland Railway Company and of the Fulton Chain Railway, and Chairman of the Board of Directors of the Adirondacks and St. Lawrence Railway, who makes a trip to the Pacific Coast each year for pleasure, arrived in Portland in a special train at 8:30 o'clock yesterday morning. He departed at noon, going North over the Northern Pacific.

Dr. Webb is a member of the Vanderbilt household, a millionaire and one of the best known railway men in the United States. Aside from his railroading interests he is an officer and director of many other important corporations. He is prominent in New York financial and social circles. It is Dr. Webb that stands at the head of the great Vanderbilt railway system.

The special train carrying the distinguished magnate is one of the handsomest that has ever been seen on this side of the Rockies, consisting of the private car "Ellsmere," of the New York Central, "Mariquita," of the Rutland, "Tennessee," of the Pullman Company, and of a baggage and combination car. The train is solid vestibuled and has every modern convenience for traveling. W. C. Albee, Superintendent of the Northern Pacific, met the train at Portland and accompanied the party to Seattle.

The party consisted of Dr. and Mrs. Webb, Miss Webb, Mr. and Mrs. Lawrence, Mr. and Mrs. Purdy, Miss Wetmore, Mr. Kinnicut and Captain Brinton. With the exception of Dr. Webb, whose time was occupied by answering telegrams and correspondence, the party drove through Portland during their short stay here, seeing the sights.

This was Dr. Webb's seventh trip to the Pacific Coast and to Portland. "I have never seen such a remarkable improvement in any city as I have noticed in Portland," said Dr. Webb. "It has been two years since I was last here, and I thought then that the city had reached the acme of its growth. I am sorry that I have not the necessary time this trip to inspect the city better, but I can see enough to convince me that the city has a great future."

Indiana Society Organized.

The Indiana Society of Oregon effected permanent organization last night, adopting constitution and by-laws and electing officers for the year. The society will meet monthly hereafter and purposes to bring natives of Indiana resident in Oregon into closer relations with their native state and to induce others to come to Oregon to live. The officers elected were: W. T. Evans, president; N. J. Levinson, secretary; Chas. M. Wood, first vice-president; E. J. Jaeger, second vice-president; Mrs. Hamilton Weir, third vice-president; Mrs. Flora D. Harrison, fourth vice-president; Mrs. Don C. Stratton, treasurer.

When Taxes Become Delinquent.

Monday next taxes on which 50 per cent has not been paid will be delinquent and bear a penalty of 10 per cent. Taxes on which one-half has been paid on or before Monday next run until the first Monday in October, on or before which time the remaining one-half can be liquidated.

BACK TO THE CITY

County Refuses to Accept Ferry Boat.

IS NOT IN FIT CONDITION

Commissioners Believe the Municipality Should Pay the Bill for Putting Albina No. 2 in Proper Shape for Use.

The County Commissioners have refused to accept the new Albina ferryboat from the city until certain changes which are deemed absolutely necessary have been made. These will cost money, and the county authorities think the city, which built the boat, should foot the bill, and not the county. The boat does not handle well when crossing the river in a strong current. Commissioner Lightner says that the new ferry, in her present condition, in a strong wind or swift current, which is often present in the river, will not do.

Letter to Auditor.

Yesterday Judge Webster sent the following letter to City Auditor Devlin:

As I wrote you a few days ago, we took the steam ferry Lionel R. Webster out for inspection last Saturday afternoon. Captain H. Van Auken managed the boat (or tried to, at least) and Mr. John Sheen, who I understand is a very competent engineer, had charge of the machinery. Mr. Ballin, Captain Olsen, George H. Howell, Madison Welch, Charles Wanzer, D. M. Dunne, the County Commissioners and myself and two or three other men whose names I do not just now remember were on the boat. Captain Van Auken tried twice to put the boat up to the slip on the East Side, but both times was unsuccessful. Captain Olsen was asked to take the wheel and put her in, but declined, saying that he had no papers at present, and so we came back without having landed.

The enclosed memoranda shows the condition of the boat and suggests the changes which should be made in it. As we are advised all of these changes are absolutely necessary and many of the defects, especially those in reference to the engine, are perfectly apparent to anyone who will make even a casual examination of it and we submit them to you and through you to the Executive Board for its consideration. Awaiting your further communication,

L. R. WEBSTER.

What the Expert Found.

The memoranda referred to is the result of an inspection of the boat made by Captain H. Van Auken, who has had long experience running ferry-boats, and John Sheen, an engineer, and follows:

Hull—Present so-called trusses in hold of vessel should be entirely removed except lower cord and 6x18-inch double keelsons substituted with hog posts and chains to stiffen hull. Rudders should be shifted as near as possible to ends of boat in order to facilitate better handling of vessel and should hoist clear of water.

Machinery—Bracing under cylinder timbers should be changed and more anchor bolts put in. Wedge-shaped pieces wider. Cylinders should be removed and braces substituted. Another main journal box should be fitted instead of one now in place, on account of present one being too short between boxes of cranks, thus allowing a thwartship movement of about ⅜ or ½ of an inch in the drag shaft and cranks. This particular part of machinery will, in our opinion, give more or less trouble at all times on account of the twisting strains to which it is subject, and the short length of the intermediate shaft. We are of the opinion the design would have been much improved had room been provided for two bearings instead of the present arrangement. However, this defect may be partially if not quite overcome by an arm fitted and securely bolted pillow blocks.

Paddle wheels—Spring bearings in paddle shaft should be moved inboard about 14 inches from present location to allow flanges on paddle shaft to be moved so as to bring wheel arms within about 3 inches of ends of paddles or bracket wheels should be diagonally braced in usual manner.

Both pumps in engine-room should be connected with boiler through feed water heater. Wells for pump supply should be about 18x24 inches, fitted with 1¼-inch air pipe. Solid deck should be provided in engine-room instead of grating on account of dirt falling on engines below.

Better cylinder lubricators for steam pumps should be provided.

Asks Damages for Slander.

T. F. McMann, a cigar manufacturer, in his complaint in a suit for $10,000 damages against Stephen and William Farrell, father and son, avers that Stephen Farrell called him a thief and said he stole money to buy whisky, and accused him of trying to rob the "Swedes," Charley and Peter Lawrence.

McMann and William Farrell were formerly in business together and dissolved partnership on January 1, 1904. Since that time, he says, the Farrells have tried to ruin his business standing and credit. He charges that they went to his customers, Neil O'Hare, Frank Huffman, Jake Younger and others, and told them he stole money belonging to the former partnership and left the business in debt; also that in July William Farrell told Ben Biglin that he (McMann) was a thief. McMann alleges that all these accusations are false and injure him in the community, and tend to destroy his business. He filed suit against the Farrells in the State Circuit Court yesterday.

Sues for Interest in Land.

William Gatton instituted suit in the State Circuit Court yesterday against George L., William M., David, Miller and Josephus Brooks asking for a partition of 319 acres of land in the William and Nancy Jane donation land claim. He alleges as an heir at law he is entitled to about fifty-two fifty-sixths of the land, and that the defendants have a small interest in it.

Murderer in Condemned Cell.

Sheriff Word returned from Salem yesterday morning, where he delivered Frank Guglielmo to the superintendent of the Penitentiary. The Sheriff says Guglielmo behaved very well on the trip, but when led to his cell in the north wing of the Penitentiary he broke down and cried. The cell is circular in shape, and is so placed that a guard can walk around on the outside.

Jewish Women Incorporate.

Blanche K. Blummauer, Hannah Baruh and Ella D. Hirsch filed incorporation articles yesterday of the Portland section of the Council of Jewish Women. The estimated value of property and money of the society is $10,000. The objects and pursuits of the corporation are to further the efforts in behalf of Judaism by supplying means of study, by an organic union to bring about closer relations among Jewish women, to furnish a medium for interchange of thought and means of communication and of presenting work of common interest; to further united efforts in the work of social betterment through religion, philanthropy and education, and for the purpose of carrying out such aims and objects to establish industrial and manual training schools for boys and girls, together with schools of athletics and other educational and physical schools requisite and proper as the corporation may desire.

The officers are: Blanche K. Blumauer, president; Hannah Baruh, vice-president; Ella D. Hirsch, treasurer; Sarah Sichel, recording secretary; Fanchon Kline, corresponding secretary; directors, Mrs. Solomon Hirsch, Mrs. A. S. Rosenthal, Mrs. A. Fleishman, Mrs. Gus Simon, Mrs. H. Gerson, Mrs. B. Neustadter, Mrs. A. Meier, Mrs. G. Rosenfeld and Mrs. J. Goldsmith.

PECULIAR MT. TABOR LAWSUIT

T. C. Shreve Brings Suit Before Himself as Justice.

There is a peculiar situation in the Mount Tabor Justice of the Peace Court, of which T. C. Shreve was recently appointed Justice by the County Court, as revealed by the papers just filed in a civil case in this court. T. C. Shreve, real estate dealer and member of the firm of Stevens & Shreve, begins suit for T. C. Shreve to recover $15 alleged to be due himself and this firm from Mrs. M. Elston for the sale of a lot in Kinzel Park for $250. In other words, the suit is brought before the junior member of this firm, which is the plaintiff in the action, and if it should be tried out the Justice would have to decide for or against himself.

H. B. Dickinson is the attorney for the plaintiff and D. M. Donaugh attorney for the defendant, Mrs. Elston. It is set forth in the papers filed in Justice Shreve's court that this $15 for commission is due the firm of Stevens & Shreve, and that none has been paid. It is hardly probable that Justice T. C. Shreve will be allowed to decide the suit of T. C. Shreve, the real estate dealer, as the law will not allow a Justice or Judge to sit in judgment on his own case, or in a case in which he is in any way interested. Attorney Donaugh will ask for a change of venue, as he is fearful T. C. Shreve, the Justice, could not give an unbiased decision in a case in which T. C. Shreve, the real estate man, is one of the plaintiffs.

Newsboys in a Fight.

Ernest Clemens and Edward Pausch, newsboys, were arrested by Patrolman E. S. Nelson last night for assault and battery, on complaint of W. W. Green, an eyewitness. Clemens is a man, while Pausch is but 12 years old. Clemens struck Pausch, it is claimed, because the latter was encroaching upon his territory in the newsvending field. The case will be heard before Municipal Judge Hogue today.