# FREDERICK A. KRIBS TELLS OF HIS DEALINGS WITH MITCHEL

which he is now holding. Now, when the many control of the control

time yet. Hency: Did you ever hear him

### Division of Receipts.

Division of Receipts.

Judge Bennett: No, but you had his testimony reported in the newspapers as you had everything else you have done in the case, and I read it.

And, I say gentlemen, that if he testifies as has been stated here by Mr. Hency, it will be shown to you tant he has estified entirely differently from what he has ever testified to before in relation to these matters. I don't know exactly what he is going to testify to you, but if he teils the truth he will probably say to you that he did not know that that clause was in the contract, or anything about it at that time, at any rate, I do not think he will undertake to testify that he ever turned over to Senator Mitchell all ine receipts for work before the departments, as that contract called for. He will probably testify, if he testifies as he did before, that he turned over half of it. But there will be nothing that will make it appear that either one of them ever followed this clause in the contract at all, or that it was ever paid any attention to Senator Mitchell understood that if any of that sort of work was being done, he was not getting it at all, and Mr. Tanner seems to have understood that if was to be divided the same as their other work, and that Senator Mitchell was to have half of it. or allest for the will probably testify, if he testifies as he did before. The will probably testify, if he testifies as he did any attention to Senator Mitchell understood that if any of that sort of work was being done, he was not getting it at all, and Mr. Tanner seems to have understood that if was to be divided the same as their other work, and that Senator Mitchell was to have half of it. Frost, or anything offensive about Mr. Frost, Your Honor, and the proper offer of proof.

Judge Bennett?

Judge Bennett?

Judge Bennett?

Judge Bennett?

Judge Bennet?

Are the did not wish to say anything offensive about Mr. Frost, Your Honor, at all, but I was just going on lo explain the way in which we expect the evidence you appear. Judge Bennett: No, but you had his testimony reported in the newspapers as you had everything cles you have done in the case, and I read it.

And, I say gentlemen, that if he testifies as has been stated here by Mr. Hency, it will be shown to you tant he has testified entirely differently from what he has ever testified to before in relation to these matters. I don't know exactly what he is going to testify to you, but if he tells the truth he will probably say to you that he did not know that the clause was in the contract, or anything about if at that time. At any rate, I do not think he will undertake to testify that he ever turned over to Senator Mitchell all the receipts for work before the departments, as that contract called for. He will probably testify, if he testifies as he did before, that he turned over half of it. But there will be nothing that will make it appear that either one of them ever followed this clause in the contract at all, or that it was ever paid any attention to Senator Mitchell understood that if any of that sort of work was being done he was not getting it at all, and Mr. Tanner seems to have understood that it was to be divided the same as their other work, and that Senator Mitchell was to have half of it; or at least I understand that that is what he did, but neither one of them followed that clause in the contract.

Now, another thing, gentlemen; the clause in the contract, even if it had been put there intentionally — it was not—was innocent enough, because there was much work before the Departments which Senstor Mitchell could properly do under the law, and charge for, and this contract did not say a word about matters in which the Government was interested, and this is the only kind of matters in which Senator Mitchell was barred. In all other matters, in patent matters and in all other matters in which the interest of the Government was not involved. Senator Mitchell had a perfect right, under the law, to act in any department or in any court, or anywhere eise; had a perfect right, under the law, to act in any department or in any court, or anywhere eise; had a perfect right, under the laws to appear and

Now, then, Mr. John Hall, who was then

Heney-I do not think it is material

Mr. Heney-I do not think it is material how they arose, or how I came to be in the case. They certainly could not prove it on the trial.

The Court-Confine yourself to a statement of the evidence that you expect to produce.

Judge Bennett-I was just proceeding to state to the jury what I understood the evidence would disclose. I was just going to say, may it please Your Honor, that growing out of this and the protest of the defendant Mitchell and Mr. Hermann and Mr. Williamson against the appointment of Mr. Heney, grew a personal feeling on the part of Mr. Heney towards them.

### "Not Trying Mr. Heney."

The Court-Well, we are not trying Mr.

Mitchell had a perfect right, under the law, to act in any department or in any court, or anywhere eise, had a perfect right, under the laws, to appear and att and charge for his services. He was in no way prohibited any more than he was from appearing before the Eupreme Court (and as you know, all of the Senators appear there, if they are lawyers—at least whenever they lawyers—at least whenever they lawyers—at least whenever they lawyers—at lawyers—at least whenever they lawyers—at least whenever they lawyers—at least whenever they lawyers—at lawyers

Now the way have been presented and definition to the present of t

duly sworn on the part of the Government, testified as follows:

By Mr. Heney:
Q. Mr. Kribs, where do you reside?

Q. Mr. Kribs, where do you reade:
A. Portland.
Q. How long have you lived here?
A. Since February, 1962. I have made my residence here.
Q. Do you know the defendant in this case, John H. Mitchell?
A. I have met him. yes.
Q. How long have you known him?
A. Since October, 1961.
Q. Do you know A. H. Tanner?
A. Yes, sir.

Did you have any business relations the firm of Mitchell & Tanner? Do know whether there was any such as Mitchell & Tanner in this town betober, 1901? Yes, sir. In what business?

Q. in what business?
A. Attorneys at law.
Q. Did you have any business with that
firm in October, 1802
A. Yes, sir.
Q. Did you have any conversation with
John H. Mitchell in October, 1803, with
reference to any business matter?
A. Yes, sir.
Q. State where and just when it was,
as nearly as you can.
A. It was nonewhere about the lith of
October, 1804, that i was at the office of
Mitchell & Tanner, Judge Tanner introduced Senator Mitchell to me for the first
time, and I merely read my respects to
him and incidentally read my respects to
him and incidents of the patents on the
same.

Q. Hed one had any conversation with

A. Attorneys at law.
Q. DM you have any business with that firm in October. 1801?
A. Yes, sir.
Q. Did you have any conversation with John H. Mitchell in October. 1801, with reference to any business matter?
A. Yes, sir.
Q. State where and just when it was, as nearly as you can.
A. It was somewhere about the 18th of October, 1801, that I was at the office of Mitchell & Tanner. Judge Tanner introduced Senstor Mitchell to me for the first ime, and I merely paid my respects to him and incidentally remarked that I had left a list of lands with Judge Tanner, and I would like to get the patents on the same.
Q. Had you had any conversation with Judge Tanner prior to that with reference to the employment of the firm of Mitchell & Tanner?
A. Yes, sir.
Q. State what that conversation with Judge Tanner prior to that with reference to the employment of the firm of Mitchell & Tanner?
A. Yes, sir.
Q. State what that conversation with Judge Tanner prior to that with reference to the employment of the firm of Mitchell & Tanner?
A. Yes, sir.
Q. State what that conversation with Judge Tanner prior to that with reference to the employment of the firm and I know it was incompetent and hearsay testimony.
Mr. Thurston: We object to that as incompetent and hearsay testimony.
Mr. Hencey: I think we can show the employment of the firm and payment to the firm and I know it was very shortly after that.
Q. On the 18th Mr. Margaret C. Carter, S. W. W. N. Rivall, and with the same woon as convenient, and will confer with you personally. In regard to the same when I reach Washington. Very respect-toully.
Mr. Hencey: Mr. Kriba, after conversation mer, did you have any further conversation with John H. Mitchell?
A. At the office of Mitchell?
A. At the office of Mitchell & Tanner?
A. Yes, sir.
Q. On the 18th Mr. Margaret C. Carter, S. L. No.
W. Hencey: Mr. Kriba, after conversation when I reach Washington. Very respect to the same nearly as our nearly as first conversation with John H. Mitchell?
A. At the office of Mitchell?
A. At the office of

Senator Mitchell of this employment and of the receipt of money. The acts of the agent in the ordinary course of business—and one partner is an agent of the other in firm business—are competent for the purpose of proving the employment of the firm, and having proved the employment of the firm, and having proved the employment of the firm, we will have to follow that up by proof of knowledge of the money by the firm, we will have to follow that up by proof of knowledge of the employment on the part of Mitchell and of knowledge of the rescipt of the money on the part of Mitchell and of knowledge of the rescipt of the money on the part of Mitchell and of knowledge of the rescipt of the money on the part of Mitchell and of knowledge of the rescipt of the money on the part of Mitchell and of knowledge of the rescipt of the money on the part of Mitchell and of knowledge of the rescipt of the money on the part of Mitchell in the material or competent, that Mr. Tanner was acting for Senator Mitchell in reference to this particular matter; and we submit that in the mater of the commission of a crime. There is sometimes a compliance which that commission can be held to have acted through any agent. There is no such thing as an agency in the commits a crime. There is sometimes a compliancy which, if caarged, will entitle the prosecution to introduce testimony as to the overt acts of the different conspirators, but in the charge of a crime, a statutory offense, as against one man, there cannot be shown any such thing as parinership or sgency in the commission of that offense.

The Court: I think it is competent for the Government to prove, if it can, that there was such a contract made as is charged in the indictment, that is to say, into this witness Kribs entered into a contract with the firm of Mitchell & Tanner, as set forth in the indictment. And if that is the purpose of this question, the objection will be overruled.

Mr. Heney: That is the purpose is to identify the matter of the contracts—

Mr. Heney: That is the

timber entries, all in the Roseburg land district, Oregon:

1801.

March 18, Mrs. Lizzle Thom, SE. 4, Sec. 6, T. 13 S. R. 8 W.

March 19, Frank N. Sherman, S. 5, NE. 1, lots 1, I. Sec. 6, T. 28 S. R. 1 W.

March 19, Maggie Sherman, SE. 4, Sec. 6, T. 28 S. R. 1 W.

March 19, Maggie Sherman, SE. 4, Sec. 6, T. 38 S. R. 1 W.

March 18, Chas. H. Carter, SE. 14, Sec. 18, T. 28 S. R. 1 W.

March 16, Chas. H. Carter, SE. 14, Sec. 18, T. 28 S. R. 1 W.

March 16, Chas. H. Bruce, SE. 14, NW. 14, lot 3, E. 16, S. W. 18, Sec. 18, T. 28 S. R. 1 W.

March 16, Chas. H. Bruce, SE. 14, NW. 15, Sec. 28, T. 12 S. R. 1 W.

March 17, John E. Cuniff, NW. 14, Sec. 12, T. 28 S. R. 7 W.

March 7, Arthur Lee Thornton, SW. 14, Sec. 12, T. 28 S. R. 7 W.

June 25, Date Schmidt, lots 1, 2, S. 15, NE, 14, Sec. 6, T. 24 S. R. 8 W.

April 8, R. Emma Long, S. 15, NW. 14, SW.

April 8, R. S. W.

April 18, R. S. W. M S. R. S W.
April 5. Joseph Bioberger, SW. 4 Sec. 5.
T. M S. R S W.
April 8. Max Weiss, NE. 4 Sec. 18, T. 24
March 5. Mrs. Nellie Cuniff, SE. 5, Sec. 15, T. 24 S.
R. S W.
April 8 Frederick Stauffer, NE. 5, Sec. 20, T. M S. R. S W.
April 8 Frederick Bloog, NW. 5, Sec. 20, T. 24 S. R. S W.
April 5 Frank B. Long, NW. 5, Sec. 20, April 5 Frank B. Long, NW. 5, Sec. 20, April 5 Gus Sulser, NE. 5 Co. April 8 Gus Sulser, NE. 14 Sec. 30, T. 31 April 6, Constant Toussaint, N. 4, SE. 15, 10ts 2, 2, Sec. 29, T. 24 S., R. 8 W., March 16, Mrs. Margaret C. Carter, S. 15, NE. 14, 10ts 1, 2, Sec. 13, T. 25 S., R.

now, wint you told Mitchell?

A. Yes, sir.

Q. (Mr. Heney) Go anead.

A. Thur I had agreed to give Judge Tanner 13000 for getting the patents for those 46 claims. He said he did not care to talk anything concerning the fees in this case, but as I had left the list of lands with Judge Tanner, to talk with Judge Tanner, to talk with Judge Tanner about it, I told nim I was very anxious, my recollection is, that he would write a letter to Washington concerning these matters.

Q. Mr. Kribs, do you know the signature that is upon the paper you now hold in your hand?

A. Yes.

Q. Whose is it?

A. Mine.

Q. What did you do with that paper after signing it?

A. Gave it to Judge Tanner.

Q. On what day, can you tell?

A. October 15, 1900.

Q. Where was that?

A. Here in Portland, in his office.

Mr. Hency—We will offer the paper in evidence.

Mr. Hurston—We object to it as imma-

Mr. Hency-We will offer the paper in evidence.

Mr. Thurston-We object to it as immaterial and irrelevant, being at variance with the indictment and as incompetent at this time.

Objection overruled and defendant allowed an exception.

Paper admitted and marked Government Exhibit No. I.

Mr. Hency then read the face of the check to the jury, as follows:

tion to that We propose to show that Tanner or the firm was employed to at-tend to this, and that Van Zante was merely sent by them to get those affida-vits. wherein sent by them to get those anna-vits.

The Court—The witness has already tes-tified that 100 of that check went to Van Zante, and it is not material what it was for. The testimony already is that the \$550 went to the firm of Mitchell & Tan-

The court admonished the jury.
Whereupon a recess was taken until 1
o'clock P. M., June E. 1996.

AFTERNOON SESSION. Mr. Hensy—The second letter which was identified by Mr. Kribs as containing a list οξ a portion of the 60 claims I will now read in evidence.

### Tanner's Letter to Mitchell.

Tanner's Letter to Mitchell.

Mitchell & Tanner. Attorneys and Courselors at Law, Rooms 698, 699, 619, 611 Commercial Block, Second and Washington Streets. Both Telephones 542.

John H. Mitchell, Albert H. Tanner. PORTLAND, Or. February 8, 1902—
Hon John H. Mitchell, U. S. Senate, Washington, D. C. Dear Senator: Would, you kindly call upon the honorable Commissioner of the General Land Office for information as to the present status of the following timber entries in the Roseburg Land Office:

1900—
August 15, O. Judd Mealey, SW. 4, of Sec. 28, T. 14 S. R. 2 E.

August 15, D. A. Thompson, NE/4 of Sec. 28, T. 14 S. R. 2 E.

August 15, L. A. Thompson, NE/4 of Sec. 12, T. 14 S. R. 2 E.

August 27, William W. Billings, NW. 4, of the NW. 4, of Sec. 17, and the N. 4, of the NW. 4, of Sec. 17, and the N. 5, of the NW. 4, of Sec. 17, and the N. 5, of the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, of the SW. 4, of the SW. 4, and the NE. 5, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SE. 4, of Sec. 11, T. 14 S. R. 2 E.

August 27, Villiam W. Billings, NW. 5, of the SW. 4, of the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, and the SW. 4, of the SW. 4, of the SW. 4, of the SW. 5, o

the of the NE is of the SE is of the NE. It and the NE is of the SE is of Sec. 11. T. 14 S. R. 2 E.

August 27. Joseph O. Michelson, the W. is of the E. is of Sec. 10. T. 14 S. R. 3 E.

August 27. Joseph H. Stengrant, E. is of the W. is of Sec. 12. T. 14 S. R. 3 E.

October 2. George W. Pickens, E. is of the NW. is of the NE. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SE. is and the S. is of the SE. is of the SE. is and the S. is of the SE. is of the SE. is and the S. is of the SE. is of Sec. 25. T. 14 S. R. 4 E.

October 2. James W. Rozell, the S. is of the SE. is of the SW. is and the S. is of the SE. is of the SE. is and the S. is of the SE. is of the SE. is and the S. is of the SE. is of Sec. 25. T. 14 S. R. 4 E.

October 3. James W. Rozell, the S. is of the SE. is of the SE. is and the S. is of the SE. is of Sec. 25. T. 14 S. R. 4 E.

October 3. James W. Rozell, the S. is of the SE. is S. R. 4 E.
October 9, William J. Lawreace, the
E. 4 of the SW. 4 and the S. 5 of the
EE. 4 of Sec. 20, T. 14 S. R. 4 E.
October 9, James W. Roznil, the N. 4
of the SE. 4 and the N. 4 of the SW.
4 of Sec. 25, T. 14 S. R. 4 E.
October 17, Richard C. Watkinds, the
W. 5 of the NE. 4, the SE. 4 of the
NE. 4 and the NE. 4 of the SE. 4 of
Sec. 22, T. 14 S. R. 4 E.
Very truly yours,
A. H. TANNER.

Q. Mr. Kribs, did you have any business with the firm of Mitchell & Tanner in February, 1922?

A. Yes, etc.
Q. With whom did you make any agreement on any business matter in February, 1927.

A. Judge Tanner.
Q. Can you give about the date?
A. Somewhere about the middle of February, 1922, the 15th or 18th. I think.
Q. What did it relate to?
A. I took a third list of 20 claims to him to see if he could procure patents on the same.

What sort of claims?

him to see if he could procure patents on the same.

Q. What sort of chims?

A. Timber and stone claims.

Q. What conversation did you have with him in relation to it?

Mr. Thurston—That is objected to as incompetent, irrelevant, immaterial and hearsay, and not supporting any of the averments of the indictment.

Mr. Heney—The purpose is to prove an agreement with the firm of Mitchell & Tonner, but we will confine it to a conversation in relation to the employment of the firm in regard to these claims.

Objection overruled. Defendant excepts.

A. I asked him what it was worth. He said a thousand dollars, and I paid him 500 down at the time and 550 after patents were issued. That is, when the patents were issued. I have to pay the other 560.

Q. To do what?

A. To see that those lands passed to patent.

Q. What if anything, was said about the services of Mitchell & Tenner in connection with the matter?

Same objection. Objection sustained.

Q. What if anything, was said about the services of Mitchell & Tenner in connection with the matter?

Same objection as to the last question. Objection overruled. Defendant excepts.

A. He said he would seed the list on to washington to Senator Mitchell and write to him and call his attention to it, and have him investigate the entries and see if we could have them passed to patent.

Mr. Thurston—We move to strike out that last answer as being incompetent and hearsay testimony.

Motion desided. Defendant excepts.

Q. I call your attention to two sheets of letter-cize paper, dated February is, 1902, which I have just handed to you. Do you know the signature upon that paper?

A. Yes, sir.

Do you know the signature upon that paper?

A. Yes, sir.
Q. Whose is it?
A. A. H. Tanners.
Q. Leok over the list of civims described in those two sheets of paper and state whether or not those are the claims to which you referred in your testimony just given, about which the contract was made?
A. Those are the same lands.
Mr. Heney-We will offer those two sheets in evidence.
Same are admitted without objection as Government Exhibit 1 and read in evidence as follows:

Tanner to Mitchell.

MITCHELL & TANNER Attorneys and

May 16, 821, Israe R. Forum, SW. 14 Sec. 14, T. 14, R. 1 E. May 18, 332, Benjamin F. Kirk, NE. 14 Sec. 16, T. 14, R. 2 E. May 18, 323, George L. Thompson, NW. 14 Sec. 16, T. 16, R. 2 E. May 16, 324, Peter Buffington, SE. 14 Sec. 14, T. 16, R. 2 E. 

May 16, 334, Henry Blakety, lot 1, N. 15
SE, 1, Sec. M; NW, 1, SW, 14, Sec. D,
T. 14, R. 4, E.
May 16, 232, Hugh Blakety, lot 4, 8, 15
SE, 3, Sec. 30; SW, 1, SW, 14, Sec. 25, T.
14, R. 4, E.
May 16, 234, Frank W, Burford, lot 1,
S. 14, NE, 14, Sec. H; SW, 14, NW, 14,
Sec. 27, 15, R. 4, E.
April 13, 8185, Rufus Drumm, SW, 14
Sec. 24, T. 14, R. 1, E.
Tours truly,
List No. 2,
Q. Whose signature is upon the paper

Q. Who notified you that they had gone to patent?
A. Mr. Tanner.
Q. Whose signature, if you know, does that paper bear just handed to you?
A. Mine.
Q. What did you do with that paper atter signing it?
A. I gave it to Judge Tanner.
Q. When?
A. I suppose the 14th of June, that is the date of the control of the state of the st

Q. When?

A. I suppose the 14th of June, that is the date of it, of 1902.

Mr. Heney—We will offer that paper in Mr. Thurston-We make the same objection as we made to the offer of the last check.

Objection overruled. Defendant ex-

cepts,
Mr. Bennett—There are some features of this which I suppose it is not necessary to repeat as we go along, but when the testimony is all in we want to move to strike it out and present the matter to Your Honor at more length than the court would care to hear at this time.

The check is admitted as Government's Exhibit No. 6, and read in evidence as follows:

Exhibit No. 6, and read in evidence as follows:

"Roseburg, Oregon, June 14, 1802.—First National Bank of Roseburg. Pay to Mitchell & Tanner or order \$1000.00 (one thousand and no 100 dollars). Fred A. Kribe." and bears a stamp on its face, "Paid June 18, 1902."

Q. What was the purpose with which that piece of paper was given to Tanner? Same objection as to a former similar question. uestion.
Objection overruled. Defendant ex-

Objection overruled. Defendant excepts.

A. That was the final payment where the 500 was due on the first two lists and the 500 payment on the third list.

Q. Those are the lists which you have already identified, one, two and three?

A. Yes, sir.

Q. The first, second and third lists, are those the ones to which you refer?

A. Yes.

Q. In the month of September, 1992, did you make any agreement with the firm of Mitchell & Tanner to perform any services for you?

Same objection as was made to former testimons of a similar character.

Objection overruled. Defendant excepts.

A. Yes, sir.

Q. State what the agreement was and whom did you have the talk with?

A. Judge Tanner.

Q. Where?

A. In his office here in town.

Q. These other talks with Tanner you have mentioned took place where?

A. At his office.

Q. In Portland?

A. Yes.

Q. What was the conversation in regard to this third list?

Paid \$500 Down.

A. That is the list of the forest-reserve selections I gave to Judge Tanner.

Q. What number is that?

A. That is known as No. i.

Q. Is there any writing on it by which you can identify it on the outside of it?

A. "Kribs No. 4."

Q. Who wrote that?

A. Judge Tanner.

Q. I hand you another three sheets of legal-cap size. What is that paper?

A. That is the forest-reserve selections I gave Judge Tanner. marked No. 5.

Q. In whose handwriting?

A. Judge Tanner is.

Mr. Heney—I will offer these lists in evidence, first list No. 4. It bears some lead-pencil writing upon it which evidently was not upon the sheet originally.

Q. Was the lead-pencil writing on there when this was delivered, do you know?

A. I don't know.

Mr. Heney—At present we will confine the offer to the typewritten matter that appears on the sheets offered.

Mr. Benneti—We object to this upon the same grounds as the others, and upon the further ground that no such list or claim is specified in the indictment, that it is variant from the indictment, and if intended to apply to the three last counts of the indictment, they are so indefinite and uncertain that they are not sufficient to permit testimony to be offered.

Objections Are Overruled.

Objections Are Overruled. Objection overruled. Defendant ex-Objection overrused. Defendant excepts.

Mr. Heney-We will offer the list marked No. 5 in evidence.

Same objection.

Objection overrused. Defendant excepts. The two lists last introduced are marked respectively Government exhibits 8 and 9, and are detailed lists of claims which were to be expedited by Tanner and Mitchell.

O Did you at any time make any

which were to be expedited by Tanner and Mitchell.

Q. Did you at any time make any further payment to the firm of Mitchell & Tanner under the agreement in relation to lists 4 and 5, which you have just testified about?

Mr. Thurston—We make the same objection to this as heretofore made to the same class of teatimony.

Objection overruled. Defendant excepts,
A. In October, 1904, I made a payment of \$190 on account.

Q. (The witness is handed a paper.) Whose signature does the check bear which you now have in your hand?

A. My signature.

Q. What did you do with that after signing it?

A. I gave it to Judge Tanner.

Q. What did you do with that after signing it?
A. I gave it to Judge Tanner.
Q. Where?
A. In his office, I think,
Q. In Portland, Oregon?
A. Yes, sir.
Q. Is that the payment to which you elerred just now?
A. Yes.
Q. On what date?
A. October 3, 1994.

## Kribs' Check in Evidence.

Mr. Hensy-We will offer this check in evidence.

Same objection as to the same character of checks heretofore offered.
Objection overruled. Defendant excepts. Check received in evidence as Government's exhibit 10, as foliows:

"Fortland. Oregon, Oct. 8th, 1904."
Merchanta National Bank of Portland, Oregon.
"Pay to Mitchell & Tanner or order (\$200.00) two hundred and no 100th dollars.

Q. Did you make any other agreement with Mitchell & Tanner at any other time with reference to the land entries?

A. Yes. Mr. Heney-We will offer this check in

Yes. With whom did you have the talk

Q. With whom did you have the talk in relation to it?

A. Judge Tanner.
Q. Where?
A. In his office in Portland.
Q. When was that?
A. I cannot remember the exact time, but I made payment on that contract in February, 1904. of 4509, though that check, as I recollect it, was for a larger sum; but the balance of it was for other work.

Q. I hand you a paper purporting to

I hand you a paper purporting to a check. Whose signature does the r you now hold in your hand bear? Mine. What did you do with that paper signing it?

A. I gave it to Judge Tanner.
Q. Is that the payment to which you have just referred?
A. Yes

A. Yes.
Q. What is the date of it?
A. January 4th, 1904.
Q. What is the amount?
A. \$555.00.

### To Show Knowledge of Defendant.

Mr. Heney—I will offer that check in evidence. That is not in the indictment, but the purpose of this testimony is to show a similar transaction for the purpose of showing knowledge on the part of the defendant, as we will by letters, in relation to this transaction, prior to this last payment made of October, 1904; transactions knowledge on the part of the defendant of the fact that these other transaction had been entered into.

Mr. Thurston—We object to the introduction of this check in evidence, for the contract of the contract

duction of this check in evidence, for the reason that it is incompetent testimony, irrelevant and inimaterial to the issueshere framed; responds to no counts in the indictment, and if it shows anything, it shows an outside and different transaction, having no relation to the matters charged in the indictment.

Mr. Heney—I would suggest, your honor, that this is not the proper time for this particular testimony to be put in, except it would save recalling the witness.

The Court—I think it better be put in its proper order. The Court—I think it better be put in its proper order.

Q. Mr. Kribe, did you have any correspondence with Senator Mitchell at any time after this first contract was made in October 1901, either by letter or tele-

in October 1901, either by letter or telegram?

A. I think I wrote a couple of letters, but I cannot say just when. I never kept any copies of them, so I cannot tell the exact time.

Q. Were those letters in relation to any matters about which you have testified?

Objected to as calling for the contents of a written instrument and being secondary evidence.

Overruled. Defendant excepts.

Mr. Heney—I think the record property ought to show that I served notice on the other side to produce the particular originals.

The Court—The witness says he wrote the letters but did not keep copies of them.

Answer the question

them.

Answer the question.

A. I wrote one letter that I cannot remember, concerning some of these facest reserve selections to find out why matters were dragging so slowly, as I had compiled with all the requirements of the department several months before; and I did not get any action. And the reply I received.

Objected to as incompetent and not the beat evidence.

A. Yes, sir.
Q. Have you the reply?
A. No. sir.
Q. What did you do with it? Letter Destroyed or Mislaid.

Letter Destroyed or Misiaid.

A. I either destroyed it or misiaid it; it is a long time ago and there was not much of anything to it.

Q. Have you made any search for it?

A. Yes, sir.

Q. To what extent?

A. I have looked through all my files and papers in my house and office and never could find it.

Q. You may state what the contents of the answer was.

Objected to on the ground that sufficient foundation has not been laid for the introduction of secondary evidence of the contents of the paper.

Objection overruled. Defendant excepts.

A. As I recollect it, that there was a vast amount of business in the forest reserve department, and that the matters would be taken up in their turn, something like that. Anyway, there was not very much satisfaction in it, and I did not keep it, I think, on that account.

Mr. Thurston Cross-Examines.

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By Mr. Thurston:
Q. Where do you live, Mr. Kribs?
A. Portland.
Q. How long have you lived here?
A. Since Febrauray, 1902.
Q. What has been your business here since that time?
A. Buying and selling of lands.
Q. Where did you come from here?
A. Minnesota.
Q. How long had you lived there?
A. About 12 years.
Q. What had been your business prior to coming to Portland?
A. Buying and selling lands and the examining of lands.
Q. What other parties were interested.