DISTRICT ATTORNEY FINISHES HIS ARGUMENT IN THE MITCHELL TRIAL

(Continued From First Page.)

what Senator Mitchell did, for while he was being paid for looking after the Gov- law ernment's interest, he took money and helped plunder the Government of its valhelped plunder the Government of its val-uable timber lands. He said that the Sen-journed until Wednesday morning at 10 o'clock. ator was constantly being bombarded by letters from Tanner telling about the Benson. Kribs and Puter claims, and befrauds, this should have made Senator Mitchell hesitate, but he did not. The winking at such offenses. Mr. Heney declared, was as cuipable as active thievery.

Buzfuz vs. Bacon.

The District Attorney then turned his national to Judge Bennett. The speaker said that Judge Bennett had charged that the Government had gone to Buxfux's epsech for his inspiration. He stated this was not the truth, but that he had taken instead the case of Lord Bacon. He compared Lord Bacon's case to that of Senator Mitchells and after reading some extracts from the trial, he said that although Lord Bacon's services to his country overshadowed those performed for the State of Oregon by Mitchell, Lord Bacon had been convicted. He denied that there was no moral turpitude in the case and called attention to the gravity of the charges against Senator Mitchell. He helittled the importance the defendant had been seven to the services that the Senator had performed for the state and he sarcastically referred to the defendant as the "high-minded and moral Senator."

Case Goes to the Jury.

The District Attorney thinded speaking at 2.55. His peroration was masterfully delivered He had worked up to it point by point, and as he drew near to the close the entire couriroom was electrified by the intensity of the speaker. He concluded abruptly, thanked the jurors for their patience, and as those who had been swept along by the rush of his orner, for Judge De Haven rose slowly from his seat and began his charge to

ever, for Judge De Haven rose slowly from his sent and began his charge to take that money and place it to his credit, and then shut his ever so as not to see it. That won't do; that is not want of knowledge. close to the bench to hear. He finished his charge at 3 o'clock and at 3:00 the

his neighbors. Mr. Hency filled the fore-

Says Mitchell Knew.

his charge at 3 o'clock and at 2:00 the jurors slowly filed out of their sents, adjourned to the juryroom and began their deliberations. Senator Mitchell listened to Judge De Haven as he read the charge. He remained in court while the clerk read the names of the new jury that had been drawn. Court was adjourned after this and even then the Senator seemed loth to go; he seemed to be expecting a speedy return of the jury. He was almost the last to go, for both of his attorneys had left the courtroom. Judge De Haven informed United States Marshall Reed that he would wait until 11 o'clock for a verdict, but that if it came later than this, he was not to be disturbed.

CLOSING DAY OF THE TRIAL Hency Finishes His Argument and Now, then, in order to determine that Hency Finishes His Argument and
Judge Gives His Charge.

The case of the United States against John H. Mitchell has at last seen the end of the argument and the charge to the jury, and the fate of the defendant has been placed in the hands of 12 of his neighbors. Mr. Hency filled the fors.

Hency Finishes His Argument and the charge.

Credit: and that he knew before he received at least some of these payments that the vame from Rribs, or from Burke or from Benson, because you have a right to infer that if he knew they care from Burke or from Kribs, or from Burke or from Kribs, or from Burke or from Kribs, or fr

Int if Tanner had received it with Mitcheff was the conclusion of the conclusion of

Simile of the Camel,

Why, gentlemen, to use an old, homely simile, a camel could crawithrough the eye of a nebdle as easily as the attorneys for the defense can crawithrough this evidence, but no easier. That is why they have spent so much time abusing witnesses, and discussing myself and everything but the evidence in the case. You know there was a young lawyer-it is an old chestnut, but it is applicable—went to an older one shortly after he was admitted and said. "What rule ought I to follow in arguing cases in court?" an oider one shortly after he was admitted and said. "What rule ought I to follow in argaing cases in court?" "Well," says the older lawyer, if you are talking to a jury, why if you are strong on the law and weak on the facts, confine yourself to arguing the law. You will notice they did argue considerable law to this jury. "But, if you are strong on the facts and weak on the law, confine yourself to arguing facts." I suppose they would like to suggest now that I am doing that and therefore must be weak on the law, however, I will leave you to get the law from the court. But, says the old experienced attorney, who evidently came from up here in the sagebrush country and knew the Oregon juries, perhaps related to Brother Bennett, "when you are weak on both the law and the facts, abuse the other side." Now, reasoning backwards, I think that it is a fair inference from the arguments that have been made in the last two days that they are weak on both the law and the facts, in their own opinion.

Now, we have reached a point where I think there is hardly a reasonable doubt that the defendant knew when he got the money that he got November 2. 1991, that it included his share of the 1996 from Kribs of October 16, 1991.

Next Period of Time.

Next Period of Time.

the Burke matter expedited: having received a letter that Benson had been here and acknowledged that he owed the passage of these claims to Mitchell's influence and had agreed to send a substantial fee as soon as he got home; all these things having happened within two or three months, one right on top of the other, having received letter of Fehruary 13, 1902, saying that he had been employed again with a new list, the Puter list, and that Kribs had ogreed to pay an additional fee for this, did he say to himself, "Why, Tanner occasionally refers, to these fees as 'inhee'; I wonder if Tanner is keeping it all." So he sends for a copy of the books, and that copy of the acoks reaches him on top of the receipt of all these letters telling about the \$50 from Burke, telling about the \$50 from Burke, telling about the \$50 from Benson; telling about the new employment by Kribs and the additional fee that is to be paid; all these letters reach him before the copy of the books reaches him, and when the copy of the books reaches him, and when the copy of the books reaches him, and when the copy of the books reaches him, which it does about June 8, it contains the payment; and it contains the full statement that is in the books in regard to the Kribs payment of February 13, 1907, \$60; it contains the \$50 Burke payment of May 25, and the fees that he had received as his one-half of the proceeds had Jumped up to seven hundred and odd dollars, \$727 for June, and \$50 they were in July; but they jumped up to \$50 for June.

Brought Deposit Slip, Too.

Brought Deposit Slip, Too.

This letter that brought him the copy of the books brought him a deposit slip that showed he got \$720, whereas he had been used to getting about \$250 on it; showed him that he had got \$720 for that preceding month, in which month Burke had made that \$500 payment; in which month Benson had made his \$250 payment; and you tell me that receiving that terps of the books, and receiving that large check, this man who is occupying this lixis room, this man who is walking because he did not have carfare, you tell me that he did not look at those books to see where the big amounts came from? to see where the big amounts came from? I say that that is a story so improbable, it is an absurdity so profound, as Junius says, that it would "startle the intellect of an idlot." I won't take the time now to read them through. I have stated to you all that is in them; you have heard them read; you know it is there; yes, I will read just enough to show you what it was Mitchell understood he was doing for these fees. Now let us see. On February S. 1902. Tanner says to him. "See Mr. Hermann personally in regard to these entries and use your influence with him to order patents lasted in these it was Mitchell understood he was doing for these fees. Now let us see. On February S. 1902. Tanner says to him. "See Mr. Hermann personelly in regard to those entries and use your influence with him to order patents issued in these cases." See Mr. Hermann personally and use your influence with him to have patents issued in these cases." Did Mitchell understand? And in that same letter, he goes on to say. "Kindiy arrange for a conference with Mr. Hermann after the report of the special agent is received and present this matter to Hermann and urge upon him all you consistently can the passage of these entries to patent." All you consistently can, urge it upon him; use your influence with him; see him personally.

Now we come to the next period of time, and that runs from the time he left here. November 9, 1801, until he got back here on August 2, 1902. That is not very long, but there is a great deal of business bunched in that time—a great deal. Now let's see what it was, and if you don't reach the conclusion that at the time he took this 1801 payment he had knowledge, and infer from that that he had knowledge of these other fees that were coming in. Now let us see if, after you have beard all that happened in these few months, you don't reason that when he took the October payment he certainly did know, must have known, must have known, must have known, mediately he is bombarded by Tanner with letters in relation to—what? They were not in relation to his constituents—because Tanner says he only wrote three letters in four years in regard to that letter telling him to use his permonal influence, and does he tell Tanner. We are getting pretty to less to the border line of this crime, for me, Tanner; be careful, and the lestified that he had gone through them. Says Mitchell Understood. Did Mitchell understand? Why, in that very letter he tells him he is contemplating another retainer from Kribs on February II, and a week later he writes him and tells him he has been employed again by Kribs and an additional fee is to be paid on the Futer list. He didn't understand he was doing any of the work in these cases for which money was being paid to that firm, and of which he was getting his share! Let us see whether Mitchell understood. That letter was written February 8; five days to get there, February 13. February 14 Mitchell writes to Hermann: "I will be much gratified if it can be expedited as speedily as possible." Writing about those claims. Then Mitchell writes to Tanner the same day that he writes to Hermann, the very next day after the receipt of that letter telling him to use his personal influence and does he tell Tanner and influence and does he tell Tanner

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SUMMARY OF THE INDICTMENT UNDER WHICH SENATOR MITCHELL WAS TRIED, THE TESTIMONY, AND THE ARGUMENTS OF THE ATTORNEYS

The Indictment-Senator Mitchell was tried under an indictment for having received compensation for practice before the General Land Office, alleging that John H. Mitchell, while a Senator of the United States, contracted to, and did, appear before Binger Hermann, then Commissioner of the General Land Office, in the interest of Frederick A. Kribs, of Portland, for the purpose of expediting some 30 claims neld for investigation by the department; that these claims were at last passed to patent through the influence of Senator Mitchell, for which services the Senator received his share of the compensation agreed upon between the firm of Mitchell & Tanner and Kribs; that on February 13, 1902, Mitchell received \$500 from Kribs as a cetainer for the expedition of the claims; on June 14, 1902, he received his share of \$1030 pail; that on Septemher 20, 1902, an additional check for \$50) was paid; that on January 4, 1904, the defendant received \$555 more

and on October 8, 1504, the last payment of \$200 was made. The Witnesses for the Prosecution Testified-Frederick A. Kribs told of his contracts with Mitchell & Tanner, by which the lands were to be expedited; of his conversation with Mitchell concerning the work to be done; of his payments to Tanner, the checks for which were identified; of his having had no personal agreement or arrangement about the fees with Mitchell, but of having settled the details with Tanner, expecting that the influence of Mitchell would be given to the undertaking, and of the final passage of the claims

through the exertions of Mitchell. A. H. Tunner told of the contract of 1991 relating to the fees earned by Senator Mitchell before the departments; of the change made to it in December, 1904, and the reasons therefor; of his meeting with Mitchell at Kalama, and the subsequent examination of the books of the firm by Mitcaell, and the wish of the Senator to destroy them; of the final decision to stand by the Senator even though it required perjury, of his indictment for perjury; of the failure of Robertson to upaold Mitchell, and of the witness' consequent plea of guilty to the indictment against him. Tanner identified and explained all the correspondence relating to land matters and by his testimony tended to show the Senator's knowledge of the transactions which were illegal.

George R. Ogden and James F. Casey, two clerks from the General Land Office, identified the letters and claims mentioned in the indictment. Arthur W. Orten, a bookkeeper in the Merchants' National Bank, identified a copy of the firm accounts of

Tanner & Mitchell and of John H. Mitchell, trustee, taken from the books of the bank. Harry C. Robertson told of his association with Mitchell and of Mitchell's endeavor to get the witness to testify in accordance with the defense to be manufactured by Tanner; of the meeting with Mitcaell in Washington and the rage of the Senator when the witness refused to perjure himself; of the contract of 1901 and its original provisions; of the trip to Portland, as a witness before the grand jury, and of the surrender of Mitchell's letter to Tanner, and of the statement made by Senator Mitchell that he had only received a

few small checks for what he had done before the Land Office. The Defense Showed by Witnesses T. O. Abbott, of Seattle; W. H. Odell, of Salem; J. P. Fullerton, of Roseburg; A. D. Stillman, of Pendleton; W. D. Waeclwright, T. B. Wilcox and J. A. Martin, of Portland-that, the Senator had done work for them before various departments and in each case had refused to receive

compensation for what he had done. No other defense was made. District Attorney Heney Argued-That Mitchell and received fees and that this had been proved by the testimony; that he had knowledge of the source of his income because he had examined the books several times and had called for a special copy to be made and sent to him: that the correspondence passed between Mitchell and Tanner in relation to the Kribs matters fixed the knowledge upon the defendant. Mr. Heney in his argument followed the documentary evidence introduced by the Government, dissecting it and declaring

it showed the defendant's guilt. The Defense Argued That Senator Mitchell had many opportunities to take illegal fees and had not done so, as shown by the evidence introduced by the defense; that he was a man grown old in the service of the state but who had made enemies, who were now thirsting for his downfall; that the correspondence held up by the Government was innocent of wrong unless perverted as to its meaning; that the Government had made its case from collateral facts and had not based it upon the main points at issue; that the indictment