

TYLER CASE IS FOR JURY THIS MORNING

All Argument Is Waived by Opposing Counsel.

TRIAL ENDS IN A FLURRY

Lengthy Hearing of Blackmail and Conspiracy Charge Against Attorney Finishes With Fight.

He may have referred to something entirely foreign to the matter at issue, but the fact remained, "Do you mean the automobile I went to Vancouver in?" when his attorney, W. H. Fowler, asked him a question about his wife's machine yesterday, broad smiles decked the faces of attorneys for the plaintiff in the suit against Attorney Hall and John N. Sievers, jurors grinned, and consternation prevailed in the Hall-Sievers camp.

Fowler hastened to repair the damage by asking Hall if he had ever been to Vancouver in the auto in question with any persons involved in the present case, to which Hall replied "no," as he had to the same question asked him on the witness stand by Attorney Dan J. Malarkey.

Testimony of William M. Tyler, son of Mrs. Malarkey, plaintiff, had been that Sievers had told him that he and Hall rushed Harry and Ethel Henderson to Vancouver in Hall's machine to get them out of the state after settling an alleged framed-up \$100,000 alienation suit for \$25,000 in January, 1918. Sievers and Hall had both denied this consistently.

Damaging Admission Made.
The cross-examination of Hall by Malarkey had just ended. Hall was decidedly ill at ease. He was taking his seat in the courtroom when his attorney decided to ask him a question.

"From whom did Mrs. Hall purchase her automobile?" he queried.

"Do you mean the automobile I went to Vancouver in?" responded Hall, with a puzzled air. Malarkey was staring at him, with a satisfied smile. Several spectators laughed openly. Hall colored until he was shooed to the witness stand by Fowler.

"Did you ever go to Vancouver with any parties to this case?" demanded the attorney.

"No."

Fowler turned to Malarkey. "Do you want to question him further?"

"No questions," smiled Malarkey.

Arguments in the case were waived at 4 o'clock yesterday afternoon and the jury will be instructed at 10 o'clock this morning. Lack of argument came as a surprise to the spectators in the court room, who had been expecting an oratorical treat. Malarkey announced that it was necessary for him to be out of the city at noon today and that he would waive opening argument, but would answer any argument made by the defense. The defense immediately decided to waive all argument.

Hall Buys Malarkey.
Efforts of Malarkey to further substantiate the contention of the plaintiff that Hall, Sievers and Henderson had split the \$25,000 three ways were balked by the assertion of Hall that he had no bank account, and therefore no record of the money he received from Sievers the day of the settlement with Henderson. The bank books of Sievers, produced the day before, had shown a deposit of \$2500 the day following this settlement, which, with stock valued at more than \$10,000, which he had received, totaled one-third of the amount the stock brought when sold above par. Sievers could account for \$3500 of the \$2500, which he admitted was part of his "cut," but not for the remaining \$1400.

Hall declared he thought he took the \$2500 he said he received in cash home with him and later put it in a safe deposit box in the Northwestern National bank, but said that it was not there now and that he had no record of it.

Later questioning developed that Mrs. Hall had a bank account though Hall did not. Mrs. Hall, who is the owner of the automobile Hall admitted having used on numerous occasions in connection with the case, Hall denied that he carried his accounts in his wife's name, that he was afraid to keep an account because it would be a record of his transactions, or that he had given his wife the money with which to buy the automobile.

Hall testified that his agreement with Henderson was "50-50" on anything recovered from Mrs. Tyler. He said he gave Henderson \$7500 cash, kept \$2500 cash—all out of the sale of Diamond Match company stock for \$18,500, of which Sievers admitted keeping \$5500—and kept Pittsburgh Plate Glass company stock of the par value of \$5000, later sold by him for \$5580.

Agreement to Split Money Made.
"Your agreement with your client was to give him half of the money you could get from the old lady," recounted Malarkey, talking to Hall. "You actually received \$15,580, and if you had split even with him he would have received \$7790, instead of which he received \$7500. So you even short-changed your client \$290, did you?"

"I did not," answered Hall, explaining. "I explained to him that there was no market for the plate glass stock at that time, but that I would keep it and take a chance on its rise or fall."

"You knew very well that you were taking no chance on losing money by it, didn't you?"

"Well, I thought it might bring par and possibly more."

Tiffs between attorneys were frequent yesterday, due to numerous objections of Fowler to the line of cross-examination and the impatience of Malarkey with interruptions. Malarkey had asked Hall why he had gone with Henderson to the Tyler home to watch Tyler and Mrs. Henderson disrobe when he had evidence in writing, signed by both Mrs. Henderson and Tyler in his office on the same afternoon that their relations had been improper. Fowler interposed an objection and to it Malarkey replied:

"Certainly I question the good faith of your client in everything I ask."

"I question your good faith, Mr. Malarkey."

Sievers Never Suspected Frameup.
"In your conversations with Sievers did he ever say anything about thinking the affair was a frame-up of a crooked deal?" Malarkey asked Hall.

"I don't remember that he did."

"Did you not bring the criminal action against Mrs. Henderson and Tyler as a club to use in settling the alienation suit?"

"I didn't."

"You wouldn't do a thing like that?"

"I didn't do it."

"So you make a distinction between what you would do and what you did do?" Hall did not answer.

"What did you do toward the dismissal of the criminal action after the

alienation suit was settled for \$20,000?" pursued Malarkey.

"I did not do anything—that was in the hands of the district attorney."

"What was Mrs. Tyler paying \$20,000 for if not to keep 'Cap' out of jail?"

"That was his lookout," retorted the witness.

"Do you mean to tell this jury that you were going to take \$20,000 from the mother to save her boy from jail and then leave him in a position to go to jail?" demanded Malarkey.

"He had his attorney there to represent him."

Crime Was Not Discussed.
Hall further testified that the criminal part of the case had not been discussed at the home of Mrs. Tyler at the time of the settlement. The \$5-year-old plaintiff had said that Hall and Sievers threatened both herself and son with the penitentiary if the settlement was not forthcoming. Hall said the word "jail" or "penitentiary" had never been used at that meeting.

Hall was very positive in his answers to questions concerning the writing of the receipt and stipulation in evidence. "I have a distinct recollection of writing both of them," he said. "They were written on the typewriter in my office and I am sure I wrote both. They may have been written a day or so apart, but might have been written the same day. Both were dated January 31, 1918."

"Why did you adopt an entirely different style of typewriting in these two instruments?" asked Malarkey.

"I don't know that I did."

"Is it not a fact that the receipt was never written until after this law-suit began and then manufactured as evidence for this trial?"

"No."

Bank Employee Testifies.
Two witnesses were called by the plaintiff near the close of the testimony in rebuttal of assertions made by Sievers. One was A. A. Morse, custodian of the vaults of the Portland Trust company in the Northwestern bank building. Sievers had asserted that on the morning of January 24, 1918, he and Tyler had gone into the vault where Tyler had a box and that Tyler withdrew some valuable stocks to see if he could raise money on them. In the afternoon, he said a second visit was made to the vaults to get cash.

One disputed point in the testimony of both sides was the possession of the stock, the Tylers asserting it was kept in a strong box of Mrs. Tyler at their home, the attorneys declaring that Tyler got it at the bank from his own box.

Morse testified that there had been only one visit to the vault on January 24 by Tyler and showed that it had been of about 10 minutes' duration and about 3 o'clock in the afternoon.

Attorney A. P. Dodson, member of the grievance committee of the bar association, testified to an investigation of the Hall-Sievers transaction in the summer of 1918, saying that there was no receipt produced before the investigators by Sievers for the payment to Hall on January 31, 1918, and that Sievers was criticized severely for the lack of a receipt in settling an important matter. Yet a receipt, dated January 31, 1918, has been produced in the trial by the defense.

Document Forged, He Contention.
The contention of the plaintiff is that the receipt was manufactured for the purpose of the case at issue, admitting a stipulation entered into the same date to be genuine. Malarkey called J. P. Wood, document expert. Wood testified that the stipulation and receipt were not written by the same person, though probably on the same typewriter. Hall had testified that he had written both.

Wood pointed out that one document, the stipulation, was neatly written, properly spaced and had all the earmarks of an experienced typewriter operator. The other document, the receipt, was written by a person whose habits of typewriting were not clearly formed, with ragged indentations, different punctuation and heavy, uncertain touch. The writer of the stipulation could not have written the receipt without conscious effort in an attempt to disguise the typewriting, said Wood, who held that it would have been impossible for the writer of the receipt, if it was an example of that person's ordinary work, to have written the other.

Deputy District Attorney Pierce testified that Sievers had asserted during a grand jury investigation that he had given Hall \$2500 of the \$10,000 received for the Diamond Match stock, instead of \$10,000, as Sievers testified during the trial.

AVIATOR BURNS TO DEATH

New Type of Plane Falls, Gasoline Tank Explodes.

HEMPSTEAD, N. Y., July 2.—Lieutenant Jules-Biscayart, an aviator, was burned to death today when his airplane, a new type of machine in which he was making an initial flight, fell.

The gasoline tank exploded. Biscayart, who resided here, was recently married.

TELEGRAPH STRIKE IS DECLARED OFF

President of Commercial Union Acknowledges Defeat.

BLAME PUT ON BURLESON

"Fight for Elemental Rights of Industrial Freedom" to Be Continued, Says Konenkamp.

NEW YORK, July 2.—The strike of the Commercial Telegraphers' union against the Western Union and Postal Telegraph companies was declared off this afternoon, it was announced by Percy Thomas, deputy international president of the organization.

Edward Reynolds, vice-president and general manager of the Postal company announced that those strikers who wished to return to work could do so, "though they had to risk finding their places filled."

At the offices of the Western Union it was said the strike reinstatement would have their claims passed upon by a committee of employees.

Konenkamp Issues Statement.
President Konenkamp said, in a statement:

"When the present strike was declared against the telegraph companies under control of the wire administration, it was understood it would not be made an endurance contest. The strike was to be the final protest against the unfair and unjust treatment we have received since August, 1918, at the hands of the wire administration."

"We realized that in order to make this protest effective it would be necessary to make the strike sufficiently acute to compel action. This does not seem possible now either through our efforts or the efforts of others we relied upon to help us. This is the view taken by many who are vitally interested in the success of the strike and they agree with me that to submit the proposition to a vote of the membership would result in serious delay and disorganization. Acting upon this conclusion and with a view to serving your best interests, I hereby declare the strike at an end and urge the strikers to resume work without further delay. You have made a gallant struggle for your rights as American workmen and women."

Union Doubly Unfortunate.
"You have sought a minimum of the things which the present government administration says all workers should enjoy. You have not only been denied these rights, but governmental agencies have been used to prevent you getting them by exercising your own economic strength."

"We find that sending telegrams from city to city in suitcases is now permissible, although Western Union officials were arrested for doing so a year ago. We find that telegrams are being mailed without restriction. The telegraph officials say the government is footing the strike losses, thereby adding this factor to our opposing forces."

"We are doubly unfortunate in having to deal with a governmental representative in the person of Mr. Burleson, who will yield no concession to the workers unless it is forced to; in not being able to muster enough strength within our own ranks to compel him to give up a square deal. Despite all of his high-sounding words, the fact remains that Burleson has fought us and aided the telegraph companies at every turn, and his party must take the blame."

Future Not Without Hope.
"The future, however, is not without hope. The principles for which we contend are going to prevail in the end. They must prevail because they are right. The union will continue its fight for the elemental right of industrial freedom. We urge you as a loyal member to continue to do your part."

"The C. T. U. A. will not surrender. Some recognition of the union may be necessary, but our banner hung to the breeze in 1920 will never be furled."

It was announced that a meeting of the executive committee of the organization would be called in a few days to consider plans for reorganization.

San Francisco Men Comply.
Delegates Vote to Return to Work at Once.

SAN FRANCISCO, July 2.—Delegates representing commercial telegraphers in the San Francisco bay region, who have been on strike three weeks, at a meeting late today, voted to comply with orders issued by their national officers and return to work at once.

P. C. O'Connor, president of the district council, commercial telegraphers' union of America, said that 23 of 27 delegates who attended the meeting voted to return to their jobs. He said the organization had a membership of 132 in the bay region and that he expected by and the men who were not identified with the union, but who went on strike would go to work immediately.

KEYMEN MAY LOSE POSITIONS

Official Notice of Strike End Is Received in Portland.

Official notice that the strike of commercial telegraphers had come to an end was received yesterday by Deputy P. C. O'Connor, president of the district council, commercial telegraphers' union of America, at his home in Portland. He said that the strike was ended at noon, and operators on strike were authorized to return to

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FOSDICK EN ROUTE ABROAD

Organization of Secretariat of League Will Be Taken Up.

WASHINGTON, July 2.—Raymond B. Fosdick, former chairman of the training camp activities commission, is on his way to Europe to begin the preliminary work being done in London toward organization of the secretariat of the league of nations.

The secretariat is not to be regarded as representing the interests of any one nation, but is an international body. Two men, however, of whom Mr. Fosdick is one, will, with Sir Eric Drummond, constitute the cabinet.

More than 5000 barbers in Buenos Aires recently suspended work, demanding that their wages be increased and tipping be abolished.



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