

PERJURY LAID BARE BY OFFICIALS' KEEN DETECTIVE WORK

of this year, in Washington, were you, as a witness before the grand jury, Mr. Robertson?" was the next question asked by Mr. Heney.

"I was, sir."
"After being subpoenaed," continued the attorney, "did you have a conversation with Senator Mitchell?"
"Yes, sir," replied Mr. Robertson; "I went to his house a couple of hours later, after I ate my dinner, and told him I had been subpoenaed."
"What was the conversation?"

Any Means Justifiable.
"I told him," continued the witness, "I had been subpoenaed, and asked him what he supposed they wanted me for, or words to that effect. He said he presumed they wished to question me in reference to the firm business; and he then told me that Judge Tanner had been before the grand jury with an agreement showing that all fees earned in the Supreme Court of the United States should belong to the Senator, and all fees earned before the Departments at Washington should belong to Judge Tanner. I knew that wasn't the genuine agreement, and I was fairly amazed, and looked at him, I suppose, for a minute, before he spoke again. He then told me that he had had a conversation with the judge when he was here in December, and that they had come to the conclusion that any means were justifiable to beat the assaults that were being made on them. I believe those were, as near as I can remember, the words."

"And did he say they had prepared this agreement?" asked Mr. Heney.
"He didn't say they prepared the agreement; he left the inference for me to draw."
"Was anything said about a letter having been received by him, or that he wanted you to get for him?" asked the attorney.

"Yes, sir; he telephoned me Sunday to go down to the Raleigh and get a letter that was there for him in the possession of Mr. Miller."
"Did he say whom it was from?"
"He didn't say; no, sir," was the answer.

"Did he say anything about your bringing a letter out here?" asked Mr. Heney.
"He told me to bring a letter out here; yes, sir."
"Was that letter, or was a letter delivered to you to be brought out here?" persisted Mr. Heney.

"Yes, sir."
"By whom?" was the next question.
"By Max Pracht."
The letter was identified and the witness was then excused.

Albert H. Tanner, Jr., Called.
Albert H. Tanner, Jr., was called by the Government and testified to having written the spurious agreement.
"Mr. Tanner, did you typewrite this paper?" asked Mr. Heney, handing the witness the false copartnership document.
"Yes, sir."
"When?" asked Mr. Heney.

"It was during the time Senator Mitchell was in Portland. I don't remember just when it was," was the answer.
"Some time in December of 1904?" persisted Mr. Heney.
"Yes, sir," answered young Tanner; upon which he was excused from the stand, and the court adjourned.

HOW THE CASE WAS UNRAVELED
Clever Detective Work on the Part of Government Officials.

Judge Tanner by his plea and his testimony has administered a blow to the cause of Senator Mitchell which wrecks his hope from it and leaves it standing alone and unsupported. His testimony in court brings closer to an end the promised cases being prepared by the Government and makes the likelihood of the April trials seem more distant still.

The story of Judge Tanner's connection with the case and of the unraveling of the skein of evidence by the Government is an interesting one. When Judge Tanner was called before the grand jury he testified, it is said, along the lines which would be suggested by the articles of copartnership presented to the investigating body. He made it clear that the firm of Mitchell & Tanner had transacted business for Frederick A. Krebs, but that the Senator had not received any of the money due for the services rendered. He admitted that the Senator had appeared before the General Land Office in an effort to expedite claims held by Krebs which were on the suspended list, but he denied that the Senator had received anything for this service. He held that under the terms of the contract he was entitled to the fees commensurate with such service and that he had kept all of them. This, in brief, is the story which the Judge told the grand jury.

But all this time the Government, through the able efforts of W. J. Burns and the secret service men, had been working up evidence against the Senator and what these men found threw the Judge into the ranks of the perjured.

The Black Typewriter Ribbon.
In the case of the contract which was presented Mr. Heney and Mr. Burns made the discovery that it was a fraudulent one. In the first place it was noted to be written on a certain kind of paper, and with a black typewriter ribbon. Investigation of this fact was made and it was proven by the evidence of the manager of the Blake-McFall Company that the Edin-sample Bond stock upon which the document had been written had never been on the market in this city prior to April, 1903. The paper is a special stock and a special manufacture of the Blake-McFall Company, and was never used by the Mitchell & Tanner office prior to 1903.

In the pursuit of this branch of the investigation the documents filed by the firm of Mitchell & Tanner in all of the courts of the city and state for the past five years were collected, letters were traced to the General Land Office and brought in and in all cases the paper had been Irish Linen Bond.

Another thing which was noted was the fact that all of the typewriter ribbons were either blue or purple. Miss Spencer, who was a stenographer and bookkeeper in the office from October, 1901, until October, 1902, testified that during all of that time the typewriter ribbons had been always either blue or purple. Miss Burns, another stenographer, testified that when she went to work for the firm in October, 1902, there was a blue ribbon on the machine and that she used the same color until

April, 1904. A. H. Tanner, Jr., testified that there was a blue ribbon on the machine when he went to work for the firm in April, 1904, and that it was not changed for a black one until about three months ago.

Tanner, Jr.'s, Bad Spelling.
And by this chain of circumstances it was shown that the contract of copartnership was written by the defendant.

JUDGE TANNER PLEADS FOR MERCIFUL JUDGMENT BY THE PUBLIC.

Judge Albert H. Tanner made the following statement to a representative of The Oregonian last night:
"No one knows the torture I have endured since January 31, when I made a statement to the grand jury concerning the date of the copartnership agreement between Senator Mitchell and myself. The law, as it stands, however, when I learned that the Federal grand jury was preparing to indict my son, who had written the agreement between Senator Mitchell and myself, on the typewriter, for perjury and when I learned that the agents of the Government were in possession of the facts proving that the document was not signed March 5, 1901, as I had sworn, but that it had been prepared and signed last December."

"Judge Tanner, do you expect to testify against Senator Mitchell?" was asked.
"Yes, I expect to be called as a witness in the case against Senator Mitchell, and I will tell the whole truth regarding the business of the firm, without regard to consequences."
"I trust that the people of Oregon, among whom my whole life has been spent, will not judge me too harshly in this matter. I realize that I have made a frightful mistake and committed a great wrong, but mitigating circumstances, which, when understood by the public, as they will be in time, will, I believe, free me from any deep or lasting condemnation."

partnership written with the black ribbon and dated March 5, 1901, was in reality written during the visit of Senator Mitchell to Portland in December, for it was afterward proved that the black ribbon was brought to Portland from Washington by Harry Robertson and put on the machine because A. H. Tanner, Jr., liked the appearance of the work done by that color.

"At the time young Tanner was in the jury room Mr. Heney did a little detective work on his own account. In his examination of the copartnership agreement submitted by Judge Tanner, Mr. Heney had noticed that two words, salary and constituent, were misspelled, the first being spelled "salarv," the second "constituant."
Mr. Heney therefore dictated two sentences to young Tanner, namely, "And his salary as a Senator shall be his individual property," and the second, "Except such as he might properly do as a Senator in Congress for any constituent without charge." In these sentences the words "salary" and "constituent" were misspelled as in the document, thus showing that Tanner, Jr., had written the agreement, and proving that it had been written subsequent to its date of March 5, 1901.

In the meantime the officials of the banks with which the firm of Mitchell &

Tanner did business had been examined and those testified to having received checks from Frederick A. Krebs payable to the firm which had been deposited to the firm account. These checks were produced in evidence, there being three of them in one particular instance, one for \$400, one for \$300 and one for \$100, covering the fees agreed upon between Tanner and Krebs for having expedited and passed to patent 70 claims at \$5 each; the first check for \$600 being partly paid for other services, but \$250 of the sum being for payment in the deal under which Mitchell was indicted some days ago.

It was also shown by both the books of the firm and of the bank that these sums had been equally divided between both members of the firm, thus showing that the Senator received one-half of the fees for the work which was done in getting the claims through to patent.

In the face of this evidence nothing could be done except to bring the indictment against Senator Mitchell for his unlawful dealings and against his partner for his perjured testimony before the grand jury.

But it was not until Harry Robertson came to Portland and produced the original agreement, or a copy of it, that Judge Tanner thought of pleading guilty, and then it is possible he might not have taken such action had he not been told that the letter which had been intrusted to Max Pracht by Mitchell and in turn given to Robertson to hand to Tanner had been turned over to the grand jury. The knowledge of this fact and the revelation of something of the contents of the letter to him brought the Judge before the court with his plea for mercy for himself and son.

Tanner Will Be Pardoned.
It is understood that this action of Judge Tanner in making his plea of guilty and in becoming a witness for the Government will draw from President Roosevelt a pardon for his offense. This is stated by Mr. Heney, but it is also stated that the pardon will not be issued until after the Mitchell trial, if there be a trial, and if the Judge has given his testimony in behalf of the Government. When the Mitchell trial is ended, then Judge Tanner will be pardoned by the President.

SENATOR MITCHELL'S DEFENSE
Sweeping Denial of All Charges Against Him.

Following are the salient extracts from Senator Mitchell's answer to the charges against him, made in the Congressional chamber at Washington, January 31: "I assert in the most positive and unequivocal manner that each and every one of these charges, in so far as they relate to or involve me, are absolutely, unqualifiedly and atrociously false, and I here and now indignantly and defiantly denounce their authors, and each and every one of them, and brand them publicly as malicious and atrocious liars."
"I assert, furthermore, in the most absolute and unequivocal manner, that any and all statements by any person or persons to the effect that I ever, at any time or place, entered into a conspiracy with all or any of said persons, or they, or any of them, with me, to defraud the United States out of any part of its public lands in the State of Oregon, or elsewhere, either by false or forged homestead applications, affidavits or proofs, are absolutely, unqualifiedly and atrociously false, and I defy my detractors and challenge them to produce any evidence, other

than that of condemned thieves, forgers and perjurers, to sustain any such charges."
"And I here indignantly, with all the force I can command, denounce the public statement of S. A. D. Pater that he, on March 9, 1902, at Washington, D. C., paid me two thousand dollars (\$2000), and two one thousand dollar bills (\$1000), as willfully, maliciously, unqualifiedly and atrociously false, and I denounce the said S. A. D. Pater—this self-confessed and duly convicted land thief, forger and perjurer, who, with his associates, facing the penalty as having under promise of leniency or clemency, made by Francis J. Heney, prosecuting officer representing the Government, made this infamous and atrociously false charge against me for the purpose and with the expectation of saving himself and his convicted partners in crime from deserved punishment."
"Now, Mr. President, having said this, I beg to say that I have under promise of leniency or clemency, made by Francis J. Heney, prosecuting officer representing the Government, made this infamous and atrociously false charge against me for the purpose and with the expectation of saving himself and his convicted partners in crime from deserved punishment."
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When Senator Mitchell came home in December last to demand a hearing before the Federal grand jury, he discussed the old agreement of 1901 with Judge Tanner, and it was decided to amend it. This was done as is shown in the parallel columns following. The amended contract was dated March 5, 1901, and it was this which was produced in the grand jury room by Judge Tanner on January 31.

Both contracts were alike in every particular and contained the following provisions: That said copartnership between said John H. Mitchell and A. H. Tanner for the practice of the law be continued under the firm name of Mitchell & Tanner, that the net proceeds derived from said business shall be divided equally between said parties on the fifth day of each and every month. All expenses of said business shall first be paid out of the gross receipts of said business and the net profits shall be divided between said John H. Mitchell and A. H. Tanner as follows: Said John H. Mitchell shall be entitled to and shall receive half of the net profits and said Albert H. Tanner shall be entitled to and shall receive half of the net profits of said business.

FROM THE ORIGINAL AGREEMENT OF MARCH 5, 1901.
It is understood and agreed that the interest of each of the parties to this agreement as to all services rendered and all business done by the firm, shall be the equal half thereof, except that for any service which may be rendered by said John H. Mitchell in the Supreme Court of the United States, the Circuit Court of Appeals, or before Congress, or any of the Departments, shall be the individual property of said John H. Mitchell, and all fees so earned by him in said court and before Congress or any of the Departments, and his salary as Senator, shall be his individual property, and the firm shall have no interest therein; and any services which may be rendered by said Albert H. Tanner at Washington, D. C., or any of the branches or bureaus thereof, shall be his individual property, and the firm shall have no interest therein; and any services which may be rendered by either of them in any other place save and except as above shall be considered firm business and the parties equally interested therein.

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charges to be unworthy to remain longer as your associate, and being conscious of the absolute rectitude of my actions and of my innocence of all wrong, I have deemed it not only my right, but my duty to myself and to the members of this Senate, that I should come here and thus publicly deny all charges which I know to be absolutely false, and also to explain publicly the acts upon my part which I admit, and which are now invoked by the prosecuting officer of the Government, and by a portion of the public press, as badges of crime.

"What public man, I inquire, is safe? What private character, who is free from stain, is secure, if such innocent public acts upon the part of a public man may be distorted and misconstrued into badges of corruption and fraud?"

Concluding, he said:
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In this cross-examination it was stated by a great many of the claimants that Dr. Gesner was furnishing the money for their filing and other fees. The circumstance aroused suspicion and an investigation was ordered, when it was shown that but few of those who had filed on the land were in possession of sufficient funds to secure a timber and stone claim, which costs by the time patent has issued, about \$500.

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Refuses to Discuss Indictment, but Will Return to Answer Charge.

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"I was prepared for this by this I have read in The Oregonian from time to time," he said tonight. "I do not know the details of the indictment and therefore have no comment to make. I intend to clear up important business now on hand and just as quickly as possible shall return to Oregon and see what there is to the charges against me. I shall not go back into the House of Representatives while I rest under indictment."

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Joint Commissioners for Canal.
PANAMA, Feb. 11.—Dr. Charles A. Cook has succeeded Chief Justice Ponce, who yesterday was appointed by the Panama government. Joint Commissioner with Frederick Boyd to act with the Joint Commissioner for the United States Government in the building of the Panama Canal.

Destroyers Go to Join Fleet.
ALGIERS, Feb. 11.—The Russian torpedo-boat destroyers Prosvolny and Proletari, after having been repaired, left here today to rejoin Rear-Admiral Rojstvensky's squadron.

Electrical Strike is Ended.
PARIS, Feb. 11.—The strike at the Edison Electrical Works here has ended.

options in the press of the country, of these false charges.
"I now state, I have not the slightest recollection of having ever seen or heard of S. A. D. Pater until about March 1 or 2, 1902, when he called at my hotel in Washington, D. C., and presented to me a letter of introduction from Hon. F. P. Mays, a prominent citizen of Portland, Or., for many years United States District Attorney for the district of Oregon, and against whose high character I had never heard a word or insinuation."
After describing in a manner in which he met Pater and Emma L. Watson, the frauds and Francis J. Heney's inquisition, Senator Mitchell continued:
"What, therefore, is the case against me? Here is the statement in open court by the prosecuting officer of the Government, on the trial against Pater, Watson and Heney, that what I had done for Pater and Watson, in getting their cases advanced for consideration, was simply that of a public officer serving one of my constituents who had been recommended to me, and which action on my part is now construed into a badge of crime, and this construction of my action is sought to be supported by the testimony of a condemned land thief, forger and perjurer, seeking to save himself and his partners in crime from the punishment they deserve."
"In conclusion, permit me to state I have for the last forty-four and one-half years been a citizen of the State of Oregon. For about one-half of that time I have been a member of this Senate, and now in my 79th year of age, I am nearing the close of my fourth full term in this body. Until this time, not to my knowledge, either openly or by insinuation, has any charge ever been made against my integrity, either as a man, member of the bar or as a member of this Senate."
"I am deeply humiliated and inexpressibly grieved when I realize that acts of kindness on my part for persons of honor and integrity, and of my respected constituents of mine, and who had been recommended to me by a letter from a friend of mine, a former United States District Attorney for the District of Oregon, and who at that time stood as one of the leaders of the Oregon bar, with a reputation without a stain, should be considered a crime on my part, and that my acts should be thus wholly misconstrued and sought to be supported by the testimony of a convicted and perjured land thief and my name be mentioned in every newspaper in the land as a conspirator and bribe-taker."
"Were it proper at this time to ask an investigation of the charges against me by the body, I would gladly move in that direction, but in view of the fact that an indictment has been reported against me I deem it my duty to first respond to the claims of the court. But I trust and believe the time will come when I can with propriety demand of this Senate a thorough investigation of every one of the charges made against me."
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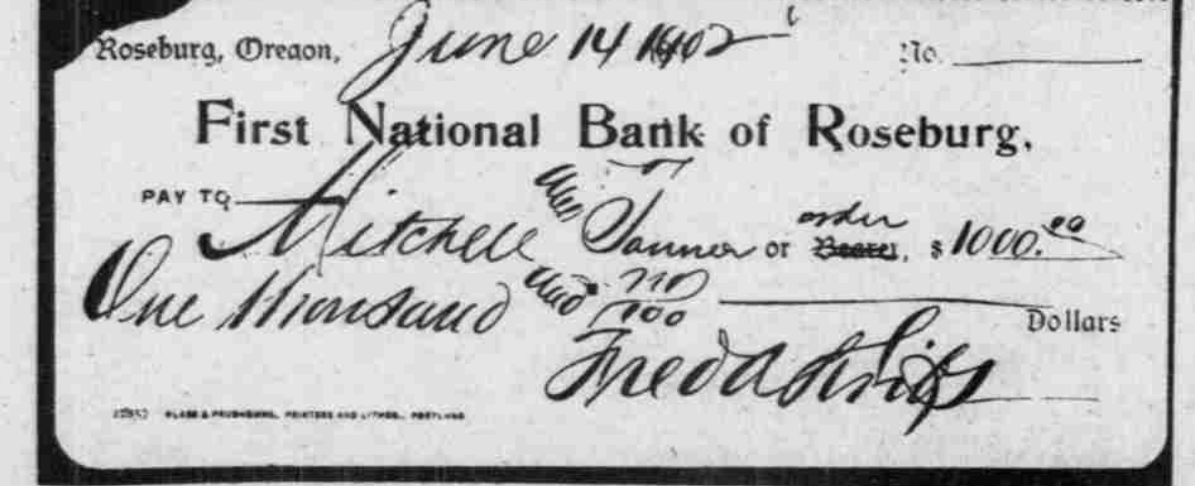
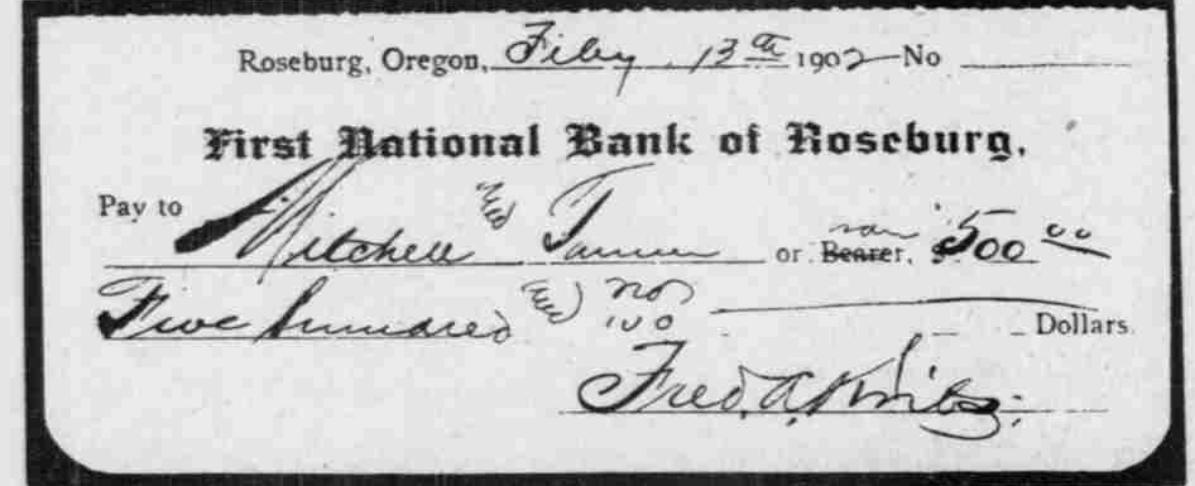
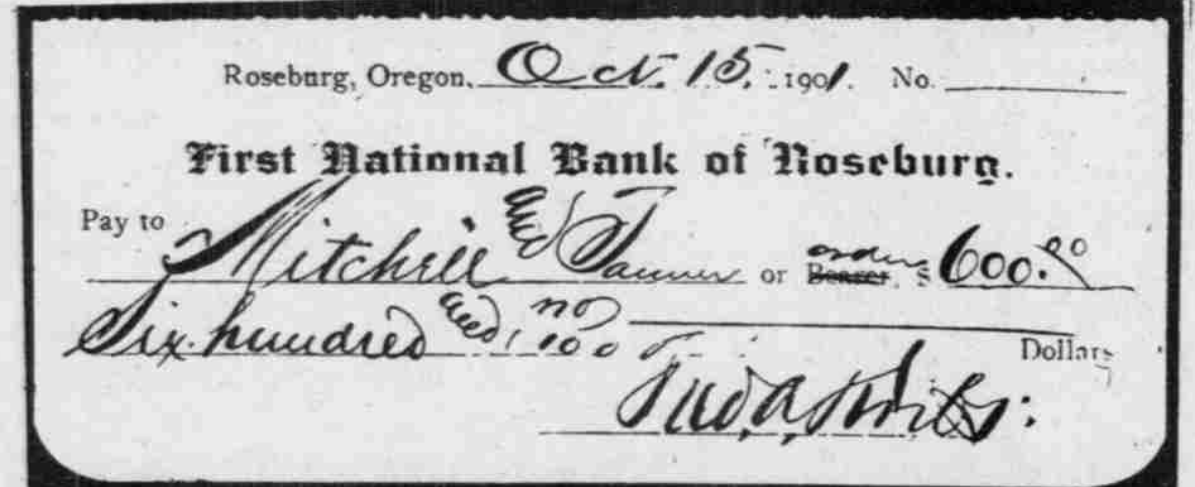
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SAN FRANCISCO, Feb. 11.—A special dispatch to the Chronicle from New York says that Harriman and his associates have steadily absorbed the bulk of the offerings of Pacific Coast Company stock for weeks, a fact that is supposed to have a bearing on the readjustment of railway relations that Wall street generally believes dependent on the termination of the Northern Securities litigation. The Pacific Coast Company has valuable terminals at Seattle and it might be that these properties have an important bearing on the dormant project for extending the St. Paul Railway to the Pacific.

Joint Commissioners for Canal.
PANAMA, Feb. 11.—Dr. Charles A. Cook has succeeded Chief Justice Ponce, who yesterday was appointed by the Panama government. Joint Commissioner with Frederick Boyd to act with the Joint Commissioner for the United States Government in the building of the Panama Canal.

Destroyers Go to Join Fleet.
ALGIERS, Feb. 11.—The Russian torpedo-boat destroyers Prosvolny and Proletari, after having been repaired, left here today to rejoin Rear-Admiral Rojstvensky's squadron.

Electrical Strike is Ended.
PARIS, Feb. 11.—The strike at the Edison Electrical Works here has ended.



FACSIMILES OF CHECKS PAID BY FRED A. KRIBS TO MITCHELL & TANNER FOR EXPEDITING CLAIMS IN GENERAL LAND OFFICE.
The originals of the three checks reproduced herewith were paid to the firm of Mitchell & Tanner by Fred A. Krebs for work done by Senator Mitchell in Washington and Tanner in Oregon, in expediting and passing to patent 70 claims, suspended for investigation by the General Land Office. Thirty of these claims were bought by Krebs from Pater & McKinley and were notoriously fraudulent. The firm was to receive \$25 for each claim passed. Out of the \$600 check \$250 was due for expediting claims, the rest for other work. The other checks were all paid for work before the Department of Public Lands, making a total of \$1150. The checks were each indorsed "Mitchell & Tanner" and the amounts realized were deposited to the firm's credit and afterward divided equally between the two partners.

charges to be unworthy to remain longer as your associate, and being conscious of the absolute rectitude of my actions and of my innocence of all wrong, I have deemed it not only my right, but my duty to myself and to the members of this Senate, that I should come here and thus publicly deny all charges which I know to be absolutely false, and also to explain publicly the acts upon my part which I admit, and which are now invoked by the prosecuting officer of the Government, and by a portion of the public press, as badges of crime.

"What public man, I inquire, is safe? What private character, who is free from stain, is secure, if such innocent public acts upon the part of a public man may be distorted and misconstrued into badges of corruption and fraud?"

Concluding, he said:
"It is the duty of the Government, I concede, with all its energy and power to investigate, convict and duly punish all violators of the law, all corruption in office, in both low and high places. But I emphatically insist it is no part of the duty of the Government or any of its public officers and conservators of the public virtue, to knowingly misconstrue the public acts of a public man and thus seek to distort and convert them into badges of dishonesty. And this, I positively assert, has been done and is being done in my case."
"In conclusion, permit me to declare that the representatives of any government who will tolerate or permit this, much less sanction it, are unworthy of the exalted positions they occupy."

"As for myself, I defy them here and now to produce any evidence worth a moment's consideration which will convict me in any wrongful manner whatever with any land frauds in Oregon or elsewhere."
"Now, having said this much in explanation of and in answer to the charges against me, and in answer to all sincerely for your courteous attention, I will not further intrude on your presence."

J. N. WILLIAMSON IS INDICTED
(Continued from First Page.)
cause of the discovery of the fraud, so it is said, for Special Agent P. H. Swift sent out by mail a number of lists of questions which were to be answered by the prospective landowners. These questions were to be sworn to before a properly qualified officer and, having filed before Commissioner Biggs, the claimants went to him to have their cross-examination administered.

In this cross-examination it was stated by a great many of the claimants that Dr. Gesner was furnishing the money for their filing and other fees. The circumstance aroused suspicion and an investigation was ordered, when it was shown that but few of those who had filed on the land were in possession of sufficient funds to secure a timber and stone claim, which costs by the time patent has issued, about \$500.

It is said that Mr. Williamson and Dr. Gesner carried a surveyor's chain over the township in order to locate the lines and corners so that filings could be made on the lands before the commissioner.

Among those who filed on the lands in addition to those who were procured by the firm were Williamson and his wife, Dr. Gesner, two nephews of Mr. Williamson and several others in their employ and Commissioner Biggs.

Subornation of Perjury Charge.
The exact allegation against the men indicted is that they procured 45 men to file on the lands and by thus doing suborned them to commit perjury by filing false affidavits of entry and settlement and residence, and also by their affidavit to the effect that the land was being taken for their own use and benefit, when, in fact, it was being taken under agreement to deliver title to the