COE GAINS DECREE AND ALL PROPERTY

Divorce Asked by Wife Goes to Husband — Judge Criticises Mrs. Coe.

SONS GRIP FATHER'S HAND

Court Scathingly Denounces 'Cunning Device' of Complainant, and Rules She Has Been "Most Cruel" to Defendant.

In a sweeping decision, in which Mrs. Coe was scathingly criticised for what he termed her "cunning device to strip Dr. Coe of all his property," Judge McGinn yesterday granted a decree of divorce to Dr. Henry Waldo Coe, although Mrs. Coe had asked for the divorce, and held that all the property involved in the suits is his.

The Government contract for the care of the Alaska insane, estimated to be worth approximately $50,000 a year, is the property of the sanitarium company, Judge McGinn held, and the home at Twenty-fifth and Lovejoy streets is held by Mrs. Coe only in trust for Dr. Coe and the Coe family.

Liabilities Total $68,850.

While all the porperty involved was decreed to Dr. Coe, who was the defendant in the two cases heard at the same time, Judge McGinn held that all of the obligations outstanding are liabilities against Dr. Coe, inasmuch as they were created either by himself or by Mrs. Coe, during Dr. Coe's absence abroad, in an effort to conserve his property. These obligations amount to about $68,850, according to a schedule of the properties held by Dr. and Mrs. Coe, and the liabilities against them, introduced as evidence by Attorney Clark yesterday morning.

The grounds of the divorce which was granted to Dr. Coe were cruel and inhuman treatment, making life burdensome. The treatment accorded Dr. Coe by his wife, Judge McGinn held, had been the most cruel of the cruel, and it was accorded him, the jurist said, by a wife for whom he has built an $80,000 mansion, and to whom, through their long married life, Dr. Coe had been over-indulgent, whose every whim had been gratified by a man whose every project in life had been built around his family.

Joseph Talks Two Hours.

When court convened, Attorney George W. Joseph, for Mrs. Coe, said he would like to be heard, and spoke for more than two hours. When he had finished Judge McGinn retired to his chambers, but returned in a few moments and began delivering his opinion.

When he began there was not a stir in the courtroom and throughout the more than 30 minutes that he talked not a sound other than his voice could be heard. Mrs. Coe sat between her attorneys, George Joseph and Bert Haney. Across the table from her was Dr. Coe, beside his attorney, A. E. Clark. The three sons of Dr. and Mrs. Coe and Dr. Tuttle, who was bitterly arraigned by Mr. Joseph, sat in the jury box near to where Dr. Coe was seated.

Mrs. Coe Is Unmoved.

During Judge McGinn's remarks Mrs. Coe sat facing the judge, but scarcely moved during the time Judge McGinn was delivering the opinion. She apparently was unmoved by the effect of the words the judge was pronouncing, and showed no emotion until after Judge McGinn had ceased talking. When she arose from her chair to leave the room after the opinion was rendered, her face was flushed, but she smiled as she greeted friends who had come within the enclosure to speak to her. Alone, save for her secretary, she passed hurriedly out of the room.

Dr. Coe, however, was much affected by the decision of the court and frequently wiped his eyes during the rendering of the decision. As soon as Judge McGinn had concluded the three boys rushed to their father's side and shook his hands, and in a moment many friends who had gathered in the room during the morning came forward and grasped his hand. It was several minutes before he was able to leave the room, and when he left he still showed signs of the strain and emotion under which he had been.

Women Argue on Decision.

During the confusion in the courtroom immediately following the decision by Judge McGinn excitement was high for a few moments, and two women who had been closely attentive to the remarks of counsel and Judge McGinn became engaged in a controversy as to the merits of the case. One of them is said to have expressed pity for Mrs. Coe, and to have been rebuked by the other. In their excitement their words became more bitter and friends interfered to prevent further trouble. The two met again in the corridor of the fifth floor and renewed their argument, but again were separated.

In his closing argument Attorney Joseph attempted to show that all the sanitarium property which Mrs. Coe contended was hers, had been assigned to her by Dr. Coe in 1911 and reconfirmed in 1913. This he attempted to prove by documentary evidence, showing minute books of Dr. Coe's companies and direct assignments made to Mrs. Coe and signed by Dr. Coe. Judge McGinn held that these assignments were forced on Dr. Coe and would have no force in holding him accountable.

Mrs. Coe Brings Both Suits.

Mrs. Coe, who was ruled against in every instance by Judge McGinn, brought both the suits. In the first suit she asked that the court order an accounting of moneys received by Dr. Coe since last May under a contract which Dr. Coe, acting for the Sanitarium Company, made with the United States for the care of the Alaska insane, and which Mrs. Coe alleged she has secured by an assignment from the Sanitarium Company, affirmed by Dr. Coe. Shortly after Dr. Coe had filed his answer to this property suit, Mrs. Coe filed a suit for divorce, charging cruelty and inhuman treatment. The two cases were consolidated by Judge McGinn for the reason that the evidence dovetailed so closely that it would have been almost impossible to keep the two cases separate.

Following is Judge McGinn's decision:

I could wish that the disagreeable work of determining this case were away from me. It has been one of the most trying circumstances, if not the most trying one, which has come to me in a professional life of more than 30 years—to do justice to these parties, to do that thing which is right between them, bearing in mind that marriage must ever be built on the foundation stones of helpfulness—mutual helpfulness and forbearance. Whether men and women regard their destinies as one or whether they regard them as separate and apart, marriage must always be built upon the foundation stones of mutual helpfulness and mutual forbearance, else were it a waste of words to go through the ceremony and waste of time to live together nominally as husband and wife. There is no true union where these two foundation stones are not present.

I like to dwell upon that part of the married life of the plaintiff and the defendant when they had to struggle to get along, for, as it always happens, those were the splendid and the happy days; to hear them talk of those years when the struggle was on to get a foothold, commencing in 1891, to hear the boys tell of the home and of father and of mother, prior to the time when something came into the life of one of the parties which has taken her entirely away from her family. Whilst there might prior to 1907 or thereabouts been little instances of difficulty, which happen in the married life of almost everyone, still they seem to have gotten along very well. As was expressed by one of the witnesses, Mrs. Coe seemed to be the doctor's inspiration. He certainly has been a hard-working man, and there doesn't seem to have been anything which he had in mind that was not built about his family.

Credit Given Dr. Coe.

Through his efforts principally (because I regard Mrs. Coe's work as negligible) the business was built up, a business which seems to have amounted to something in 1907, when Dr. Gillespie came into this Crystal Springs Sanatorium. I need not dwell upon what it was prior to that time, but the Crystal Springs Sanatorium as it was established was largely the work of Henry W. Coe. I don't mean to say that his wife did not contribute her part. She did contribute her part, but largely the chief factor in the building of the Crystal Springs Sanatorium was Henry W. Coe, and nobody will deny that.

A private sanatorium almost always has rough sledding. There is getting to be more and more popular prejudice against them, whether rightful or wrongful, it isn't necessary to say. The private sanatoria are being attacked perhaps on the ground that the care of the unfortunate insane is a matter that belongs to the state, and to the state alone; but the chief asset after all, when everything is said and done, that can be said and done, is the fact that in 1904 from the Government of the United States Henry W. Coe obtained a contract for the period of one year, which, through his efforts, and it is conceded upon all hands, that it was through his efforts, that the contract was renewed for a period of five years, and it has subsequently through his efforts for the further period of five years, and it does not expire until January of 1915.

Contrasts Dr. Coe's Efforts.

Through his efforts and through his efforts alone, when payments had been made quarterly and when the carrying of the indebtedness of the establishment made it important that payments should be made monthly, Henry W. Coe went to Washington and the contracts which he had repeatedly obtained were modified to the extent that instead of the company receiving its money quarterly it received its money monthly.

Now this contract was Henry W. Coe's work, and the building up of this sanatorium was altogether his work. In 1902, before this contract was made with the United States Government, he thought it necessary to go into other walks. He probably found that the work was too tame for one of his energy and I do not think that it will be disputed that he is a man of great energy. He went into other things. He received what has been termed by counsel who addressed hte court for Mrs. Coe, a nominal sum of money, $175 a month.

It might not in fact be called nominal but in consideration of the fact that his name was used, and that the institution which he built up there was put at the disposal of others it was felt that he should get this as a consideration for the use of his name.

Coe Held Over-Indulgent.

Now, upon the point of Mrs. Coe's helpfulness. It is not conceded that she was entirely helpful. Although there has been some fault found with her for being socially ambitious, she does not seem to have any social ambitions, or any ambitions which would take her away from home until this new house was built, and there is where Dr. Coe is very much to be censured. He allowed that house to be built far and away beyond his means. It has been testified to by him, and it has not been denied by anybody in this case that this home was not to exceed in cost $20,000. He so notified Richard Martin, Jr., an architect, that it was not when completed to exceed that amount; but as the work of constructing this house progressed, Dr. Coe felt that he wanted to leave this matter to Mrs. Coe, as Mrs. Coe must spend most of her time there, and he told Mr. Martin to do what he had to do, in conjunction with Mrs. Coe, and to respect her every wish and desire in the construction of that house. He allowed the government of his household to get out of his own hands. He had been the breadwinner largely, if not entirely. Whatever they had at that time, and they seem to have been at that time in the best condition financially that they were in since the time they came to Portland, they had as a result of his efforts. Instead of this work being allowed by contract it was allowed by the day, and there is no question in the world but what Mrs. Coe, in what she did there, did not consider the ability of Dr. Coe, the defendant, to pay for that work. It was intended that the house should cost $20,000. The construction and completion of that house has cost $80,000, and Dr. Coe has practically been made a bankrupt. Mrs. Coe wanted a deed to this property to be put in her name. Dr. Coe does not seem to have ever denied her anything and he consented to convey that property to her as a home for herself, for himself and for the children. It was never intended that it should be her separate property, but that it should be deeded to her as trustee for herself, for the doctor and for their three boys. There can be nothing clearer in the world than that it was not intended that she was to have this home for herself alone, separate and apart from her family, but no matter what the vicissitudes of business might be, there would always be a home for himself and for his family.

Dr. Coe Open to Censure.

Now, Mrs. Coe was not particularly helpful there, but I don't find fault with her on that account alone, as she probably thought the doctor could stand it. She knew the doctor had before shown ability to make money and she thought he had some inducement to continue making money, and that he would make it possible for them to continue to dwell and live in that house; but I do find fault with her, but not with her alone, because the doctor was there and could see for himself, and I find fault with him in that he did not have control of his own household when he was the one that was furnishing the financial aid which did that work, and because he did not stop her. When he did not hold her back in that respect he was just as censurable as she for having gone beyond his means.

When the time came that he was in distress, when the time came that he pointed out to her that it was far and away beyond them and when he wanted to sell it and get a home that was within their means, Mrs. Coe was not helpful to him when she said, "This property is mine, and I will not allow it to be separated from me."

There was the beginning of her failure to help which has been made manifest throughout the testimony in this case. What there was that came into Mrs. Coe's life about this period I cannot say. It was said of old, "Give me neither poverty nor riches, feed me with food convenient for me, lest I be full and deny thee." It seems to have been that Mrs. Coe was fed with food that was not convenient for her. She seems to have lost all sense of proportion. The sense of right and wrong seemed to have deserted her. She had shown great ability along lines of service and her son George testified to what she had done here in the way of founding an institution which would give employment to the unemployed, and he testified feelingly that she made it successful.

Suffrage Work Praised.

In her suffrage work she seems to have been splendid and capable; but for some reason which has not been explained to my satisfaction she seems to have lost all sense of proportion at least so far as her relations with her husband and her family are concerned, and the happiness which had been there for 25 years and more before the construction of this house had suddenly gone. While they had magnificent surroundings upon all hands, the happiness that was so much to be desired had fled and gone.

Dr. Coe had gone into other fields. He had taken up with these Eastern Oregon projects. He was working as a promoter under a nervous strain, which was telling upon him. He had a corps of assistants in the field and he found it necessary to take a rest. There is nobody who ever met him testifies that they ever had any idea that the man was at all mentally unbalanced. There is no one who testified in this case who said that any such idea has ever entered their mind. There was no one upon this stand who was ever associated with him who testified that the suggestion was ever made to them that he was mentally unbalanced.

Now, in regard to Dr. Coe's trip to the Orient, Mrs. Coe even encouraged him to go there. She said the was tired and that he needed a rest. She often said that she had a thousand dollars and that she was ready to contribute to his trip to the Orient. She gets all the people who had been interested with him in his land projects in Eastern Oregon; she gets Mr. Tuttle, who had been associated with him in the sanitorium work, and she makes plans by which the Eastern Oregon project is to be looked after and financed during his absence. It is understood that in the event that any of these plans should go wrong or should fail to materialize, or if these who had charge of his affairs could not see their way clear, that he was to be notified and that he would then come home immediately.

Mrs. Coe seems to be the only one who knew how he could be reached. In fact, Mrs. Coe had promised that she might, when her affairs were such as to enable her to do so, join him on this trip. He had hardly left the community when Mrs. Coe cunningly, I think, devised a scheme by which this talk of his insanity would get abroad. The suggestion had never come from anyone else. She, above all others, knew more about him than anybody else. I don't believe that she at any time in her life ever believed that Dr. Coe was insane. In fact, everything which she afterwards said to George upon this subject shows this clearly to my mind. I believe that, for some unseen reason, she had made up her mind that his successful business period was over and that she had a business career for herself and that she, through successful machinations, would be able to strip him of everything in the world. I believe that she got such advices from alienists in the abstract and then applied them in concrete to Dr. Coe for no other purpose in the world than to break up his business through her ability to get this power of attorney from him whilst he was ignorant of what was going on and in this way bring to herself what she could save and make it her own. The testimony in this case does not admit of any doubt upon that.

Rumors' Intent Seen.

I don't believe the doctor's arrangement of his affairs was the best, but that is something that can never be known, because then came the rumor of his insanity. It was the intent of Mrs. Coe that the reports of insanity should injure Dr. Coe. Then, as to her mortgaging the home to raise funds to meet the conditions in Eastern Oregon, her aid to her husband was here accompanied by a division of his garments and casting lots for his raiment. All the tracks led toward her. If the house transactions or the sanitarium matter stood alone, an excuse might be found, but all show a plan. She determined to take advantage of the man who was too dotingly and indulgently fond of her. She was determined to strip him of everything he had in the world. Her purpose was to ruin her husband and not to help him.

As a mother she even worked her son into a conspiracy and through him used the power of attorney obtained from her husband to assist in his destruction.

As I have said repeatedly Mrs. Coe lost all sense of right and wrong. Her acts all show one purpose, and that purpose was to injure and destroy her husband insofar as she could. I am very sorry to have to say what I have in this case, particularly of a woman. It is never generous, it is never chivalrous, and it is most unkind to say anything against a woman where it is possible to say anything for her. It is not a pleasant duty, but the truth must be told. Even though Dr. Coe is censurable for what he did he has had no home and the boys have had no home since 1907. Her purpose seems to have been to get his money and to get his property. The plan to imprison Dr. Coe in California in some institution for the insane could never have been carried out, could never have been accomplished, still the fact that he was discussed in that sort of way, that he was talked about in that way, shows that there was an intent there. These letters, these cruel letters written by George and interlined by Mrs. Coe, sent to him on the 12th and 23d of October, by which the man that had furnished her an $80,000 home, the man who had gratified her every whim and the every wish of her family was told to keep away from her and to cut down his expenses, and to get a cheap boarding-house and never come back, was cruelty upon cruelty. Personal indignity is not the name for it.

Liabilities Up to Dr. Coe.

I can come to but one conclusion in this case. This contract which was secured through the efforts of Dr. Coe with the Government of the United States belongs to the Sanatorium Company. It was gotten away from Dr. Coe by hugger-mugger, and it was in no sense a straight transaction.

My view is that every dollar of indebtedness against that property must be paid by Henry W. Coe. My further opinion is that that home is not the property of Mrs. Coe, but she holds it as trustee for the benefit of herself and of the Coe family. My opinion further is that this property which was conveyed to her for the purpose of securing her in the indebtedness which she put upon the home is in the nature of a mortgage to secure these preises and when these payments have been made Mrs. Coe must reconvey this property to the person from whom she got it—whether it was the Columbia Land Company or whether it was from Henry W. Coe.

I don't know that I can add anything to what I have said and I hope that I have made myself clear. Whatever the faults of Henry W. Coe may have been, he does seem to have been a most splendid husband and father. Let a decree be entered in this case that the contract made by the Government of the United States with the Sanatorium Company is and was the property of the Sanatorium Company. Whatever indebtedness has been incurred for the construction of buildings or in any way by Mrs. Coe during the time that he had charge, or may be said to have had charge of either the Sanatorium Company or the Morningside Company, be paid by the Sanatorium Company and that this contract is the contract of the Sanatorium Company, or the company with whom it was made.

Let a decree of divorce be entered—and upon this point I want to say that in this home there has been a divorce for many years. These people were divorced when Mrs. Coe absented herself from the home and refused further to mingle with the family. Those letters dictated and addressed to Dr. Coe and all that she said and did constitute cruel and inhuman treatment and personal indignities, rendering life burdensome. Henry W. Coe is entitled to the divorce in this case. He is entitled to a decree that Mrs. Coe holds this home property as trustee for the family; that the indebtedness which is against that home property must be paid by Henry W. Coe—all that was incurred there; that this property which was turned over to pay this indebtedness or to secure it after the debts have been paid is to be returned to Henry W. Coe, or to the Columbia Land Company, or to whom it came from—I do not now say. That is all there is to this case.

At the request of Judge McGinn, made just prior to adjournment Friday night, Attorney Clark yesterday morning offered in evidence a schedule of the properties and liabilities of Dr. and Mrs. Coe. The most valuable properties listed, according to the witnesses, are the contract with the Government for the care of the Alaska insane, over which the first suit was brought by Mrs. Coe, and the new home at Twenty-fifth and Lovejoy streets, which Dr. Coe said in his answer and his testimony was the first noticeable cause of estrangement between Mrs. Coe and the family. The list as submitted by Mr. Clark follows:

1. Residence.
2. Sanitarium hospital, including Government contract.
3. Coe interest in Hariman & Thompson syndicate, which purchased real estate of Sanitarium Company at Mount Tabor October 29, 1910. This is held as security by the Scandinavian-American Bank for notes aggregating approximately $14,400 given for money borrowed either to construct the present hospital buildings, or to carry on the business; partly for each purpose.
4. Property standing in the name of Hibernia Savings Bank as follows: a. 125 acres of marsh land at Caples Landing, Cowlitz County. b. Undivided one-half interest in lot 5, block 15, Goldsmith's Addition, Portland.

These two parcels of property were deeded to said bank as security for a note owed to the bank by Dr. H. W. Coe. The bank has since been paid in full. Mrs. Coe now claims this property should be deeded to her.

5. Additional property (standing in the name of Mrs. Coe): a. 52 lots in Stanfield, Or.; b. One outlet at Stanfield (one acre); c. 20-acre tract near Stanfield; d. Three one-atory concrete store buildings in Stanfield; e. Undivided one-half interest in contract for purchase of lots 3 and 4, block 15, Goldsmith's Addition; f. Mortgage upon Stanfield Hotel of $4000 held in name of Mrs. Coe.
6. Additional property (standing in name of Dr. H. W. Coe): a. 160 lots in Stanfield; b. Fourteen outlots near Stanfield (mostly half-acre tracts); c. 320 acres in scattered tracts in vicinity of Stanfield; d. Desert claim of 640 acres; e. One hundred and thirty acres of logged-off land in Lewis County, Washington; f. Forty acres prairie land near Mandan, N. D.; g. Capital stock of Stanfield Bank of par value of $2500. Also the Medical Sentinel, and some mining stock.

Debts Outstanding.

a. H. W. Coe owes upon real estate in his name and against his Stanfield Bank stock	$18,650
b. Owing to Scandinavian-American Bank	15,200
c. Mortgage on residence	32,000
d. Money said by Mrs. Coe to have been borrowed in East	2,000
Total	$68,850

LABORER IS ELECTROCUTED

Wire Carrying 4000 Volts Breaks and Falls on Man.

GRAND RAPIDS, Wis., Dec. 9.—Sam Zdnok, a laborer at the Biron mill, was electrocuted by the breaking of a high-tension transmission wire. He received 4000 volts of electricity through his body. He was wheeling a wheelbarrow full of cinders, when the wire broke as he was passing under it. The ends fell on his hands and the heavy current set fire to his clothing. He was killed instantly.

Zdnok was born in Russia. He left three sons and one daughter.

Shortage of Mexican Oil Is Felt.

BROWNSVILLE, Tex., Dec. 13.—The shortage of Mexican oil, owing to the disturbed conditions around Tampico and Tuxpan, was felt here when the company supplying fuel oil for the Brownsville water and electric light plants notified the city it had been compelled to cancel its contract because its Mexican shipments have been cut off. It is feared both plants may be closed.

Public Confidence Has Made This Sale

ONE WEEK AGO yesterday the courts decided against me in my effort to hold an auction sale at my store. The position of the City Commissioners was upheld. With one of the largest stocks of High-Grade Jewelry in the history of the firm on hand, we were facing a crisis. Forced to raise $50,000 before January 1, 1914, it was imperative that we act quickly.

So we decided to appeal to the highest and the ultimate power of this Nation—the common people! Last Sunday the announcement that we would place our entire stock, without reserve, on sale, appeared in this paper. From the minute our doors opened Monday morning we have been besieged with townspeople and have done the largest business in the history of this 52-year-old firm!

Not one price has been published in a single ad. It was not the idea of savings, alone, that brought these throngs to my store. The big real reason was that hundreds of Portland people knew the reputation for honesty which this house bears. Probably many of them are the children and the grandchildren of people who traded with me years ago, when Portland was merely a village.

And the daily increase of the sales is merely another indication of public confidence in this sale. Patrons who visited this store on last Monday have returned with their friends later in the week, and as a result our sales have been greater with each succeeding day.

To me, after 52 years of business among you, this is the moment of supreme satisfaction! Public confidence is, after all, based upon some record of honesty and fair dealing. This wonderful response is, in my mind, the greatest testimonial for honesty and reliability I have ever seen.

L. C. Henrichsen

High-Grade Jewelry Sacrificed!

Court Decides Against Us!
Forced to Raise $50,000 by Jan. 1, 1914!

Every Article in This High Grade Stock Goes

At Auction Prices

Mammoth assortment of finest Diamonds and Precious Stones, set in Rings, Brooches, La Vallieres, Pendants, Bracelets, Pins, Cuff Links and Watches. Thousands of Standard Watches, Solid Gold and Gold-Filled Jewelry, Silver Novelties, Cut Glass, Sheffield Silverware, etc., sacrificed at AUCTION PRICES

$30,000 Stock Loose Diamonds Sacrificed at Auction Prices!

Every loose and mounted diamond in the Celebrated Henrichsen stock goes at auction prices. This collection, the result of 52 years buying, comprises most complete stock of perfect stones in Portland

Store Open From 8:30 A. M. to 8:30 P. M.

L. C. Henrichsen Co.

Established 1861

Oldest Jewelry House in the Northwest — 385 Washington St., Bet. W. Park and Tenth

CLARK SUIT IS ARGUED

DAMAGE CASE AGAINST CLERGYMAN UNDER ADVISEMENT.

Judge Kavanaugh Holds Injuries as a Result of Alleged Excommunication Remote for Liability.

After hearing arguments by counsel in Mrs. Marcella Clark's $25,000 slander suit against Rev. A. A. Morrison, pastor of Trinity Church, Judge Kavanaugh took the case under advisement and said he would not announce a decision in the matter until some time this week. In regard to the general damages, Mrs. Clark alleged she has sustained Judge Kavanaugh said his mind was made up, but that he would not announce his decision regarding the special damages alleged until after he had consulted authorities.

Mrs. Clark alleged that Dr. Morrison called her a trouble maker and general nuisance in the parish and that she would not be allowed to commune again with the congregation until she had changed her conduct. As a result of these remarks, which Mrs. Clark said were made in the presence of third parties, she had been shunned on the streets by her friends to her damage in the amount of $25,000, as a result of which she had been required to expend $400 for hospital fees, $85 for medicines and $240 for cab hire, which she said had been necessary to effect her recovery.

The injury to her as a result of the alleged excommunication Judge Kavanaugh held to be too remote to render Dr. Morrison liable in damages, but that the special damages which she may have sustained, such as medical and hospital fees, may be a valid cause of action. Until he could consult authorities on this point, Judge Kavanaugh said he would not make a ruling on the demurrer to the complaint of Mrs. Clark.

Hamilton Johnstone argued that to hold Dr. Morrison liable for damages for such church disciplining would open the courts to almost endless ecclesiastical litigation.

GRESHAM ACTION WAITS

Demurrer Filed by Deputy District Attorney Delays Action.

Although the legality of the local option election held at Gresham last month possibly might be judicially determined by a writ of review, Judge Kavanaugh yesterday sustained the demurrer filed by Deputy District Attorney Collier to the complaint of Herman Matthes and Hans Jacobsen.

Matthes, who operated a saloon at Gresham, filed suit to enjoin the County Commissioners from passing an order declaring the town dry as a result of the November election. Jacobsen alleged that he has started the construction of a building, a part of which will be used by Matthes for his saloon. Irregularities in the election were charged as grounds for the injunction.

Deputy Collier filed a demurrer on the grounds that the action by the State of Oregon on the relation of the proper executive officer rather than by individuals and that the facts stated in the complaint were not sufficient to show a cause of action. Attorneys for Matthes and Jacobsen were allowed five days in which to file an amended answer, until which the Commissioners will not pass the order against which the injunction was asked.

Boy "Redskin" Is Burned.

NEW YORK, Dec. 8.—While playing "Indians" around a bonfire, John Sandwell, 6 years old, was severely burned.

John (dressed in Indian costume) was stamping on some embers when his flimsy garb caught fire.

The screams of the boy attracted the attention of Lieutenant Stapleton, of the fire department. After tearing the burning clothing from the boy, Mr. Stapleton carried him to a nearby drugstore and summoned an ambulance.

At the Fordham Hospital, where the boy was taken, it was said he is in a serious condition.

Wealthy Belgians pay about $225 to substitutes in order to avoid military service.

How To Prevent Acid Stomachs And Food Fermentation

By a Stomach Specialist.

As a specialist who has spent many years in the study and treatment of stomach troubles, I have been forced to the conclusion that most people who complain of stomach trouble possess stomachs that are absolutely healthy and normal. The real trouble, that which causes all the pain and difficulty, is acid in the stomach, usually due to, or aggravated by, food fermentation. Acid irritates the delicate lining of the stomach and food fermentation causes wind which distends the stomach abnormally, causing that full bloated feeling. Thus both acid and fermentation interfere with and retard the process of digestion. The stomach is usually healthy and normal, but irritated almost past endurance by these foreign elements—acid and wind. In all such cases—and they comprise over 90 per cent of all stomach difficulties—the first and only step necessary is to neutralize the acid and stop the fermentation by taking in a little warm or cold water immediately after eating a teaspoonful of bisurated magnesia, which is doubtless the best and only really effective antacid and food corrective known. The acid will be neutralized and the fermentation stopped almost instantly, and your stomach will at once proceed to digest the food in a healthy, normal manner. Be sure to ask your druggist for the bisurated magnesia, as I have found other forms utterly lacking in its peculiarly valuable properties.—F. J. G.—Adv.