

WOLE WEST STORM BOUND

and Suffering From Fire Frost in Chicago's Tenth District.

DEAD IN THAT CITY NOW REACHES TEN.

of the Burlington System... in a Blizzard Which Rages Nebraska, Kansas and Colorado.

Passenger Train Without Has Been Lost for Twenty-Five Hours in Marshall's Pass, Col.

...only one below zero recorded on the mountains of New Mexico.

Chicago, Feb. 13.—Twenty-two bodies on the streets this morning.

...the cold has brought death and suffering to Chicago. Ten persons have died and others in danger.

As It Is in Iowa.

...Moines, Feb. 13.—Twenty-six deaths here this morning.

Interior Gold in Nebraska.

...Nebraska, Feb. 13.—Twenty-two bodies at this morning. Train wreck throughout the state is described.

Coldest of This Winter.

...Wisconsin, Feb. 13.—Thirty-three below zero this morning. The weather in Wisconsin this morning.

Cold Headed Eastward.

...St. Paul, Feb. 13.—Reports come in from below at St. Paul, 24 at Kansas City, 21 at St. Louis, and 26 below at Chicago.

Six Trains Lost.

...Missouri, Feb. 13.—The temperature of the season recorded early today in the West.

Lost Without Food.

...Denver & Rio Grande, Feb. 13.—A passenger train in the snow in Marshall's Pass.

INSTITUTE AT MILTON.

Full Program Below for February 18 Arranged by Supt. Welles.

On February 18 the second local institute for this county will be held at Milton.

Music. "Employing a Teacher"—(a) From a director's standpoint. (Speaker not chosen as yet.) (b) From a teacher's standpoint.—E. H. Anderson, principal of the Athena schools.

Music. "Proposed School Legislation"—T. C. Salt, principal of Milton schools. "Educational Exhibit at the Lewis and Clark Exposition"—E. B. Conklin, superintendent of Pendleton schools.

In Sunday morning's issue of a local paper the above notice was so distorted that it read Athena instead of Milton.

In Police Court.

In the recorder's court today Francis, an Indian, and H. Lambert were each found guilty of being drunk and disorderly.

Weaving Company Fails.

Paris, Feb. 13.—An announcement of the failure of Goutovos Weaving company, of Loire, was made this morning.

Lincoln's Birthday.

Chicago, Feb. 13.—In observance of Lincoln's birthday the board of trade and all departments of the city government were closed today.

Held for Bank Wrecking.

St. Paul, Feb. 13.—T. B. Clement, president of the First National Bank at Fairbault, was held today by the grand jury on a charge of wrecking the bank.

MONSTER DEAL IN GRAZING LAND

UTAH SHEEPMEN LEASE OVER 2,000,000 ACRES.

Tract in Question Is Union Pacific Land in Wyoming and Comprises One of the Finest Ranges in the West—Will Furnish Winter Grazing for Over 300,000 Head—Transient Grazers to Be Expelled.

Omaah, Feb. 13.—As an outcome of the fight to keep Utah and Idaho sheepmen out of Wyoming, a deal has just been closed in this city by which 2,000,000 acres of land in Western Wyoming will pass into the hands of Utah sheep raisers.

The deal is in the form of a lease from the Union Pacific to the Utah Grazing association, which owns large flocks of sheep in Wyoming and Utah.

The lease is one of the largest drawn up for some time. It involves alternate sections of government lands. The tract lies in what is known as the Red Desert between Leroy and the Green river, the grazing lands being among the best that the West affords.

It will also save the members of the association from overcrowding, as they can regulate the number of sheep that the range will accommodate.

SHOULDER WAS DISLOCATED.

Horse Ran Away and Injured J. Nichols, etc.

About noon today J. Nichols, employed by W. J. Clark & Co., was badly injured in a runaway on the Thompson street hill.

Just whether Nichols was in the wagon at the time, or whether he was hurt in trying to stop the horse, is not known.

Get the classified ad habit and you can fill your wants without delay. A little ad does the work.

TANNER'S CONFESSION HAS PROVED MITCHELL'S GUILT

Checks Produced Given by Land Swindlers to Mitchell & Tanner for Services Before Land Department.

Incriminating Letter from Mitchell To Tanner Clearly Indicates His Guilt and Shows the Greatest Solicitud About Suppressing Testimony and Covering Up Tracks—The Confession Includes Two Contracts Between Mitchell and Tanner: One Made Four Years Ago, the Other in December Last to Meet Present Emergencies With.

Portland, Feb. 13.—On the witness stand, Judge A. H. Turner, Senator Mitchell's law partner, after pleading guilty to perjury, testified that the contract which he certified to January 31 last as being the one entered into between himself and Senator Mitchell, March 5, 1901, was in reality a fake especially constructed to meet the issues which have confronted Mr. Mitchell since the charges of land fraud transactions were brought against him.

On the witness stand Judge Turner certified that of the two contracts printed in full below the first appearing is the genuine, the last one being the fake with which to meet present emergencies.

Altered Partnership Contract. On March 5, 1901, Senator Mitchell and A. H. Tanner, his partner, drew a co-partnership agreement or contract for the government of their business.

When Senator Mitchell came home in December last to demand hearing before the federal grand jury, he discussed the old agreement of 1901 with Judge Tanner, and it was decided to amend it.

Both contracts were alike in every particular and contained the following provisions: That said co-partnership between said John H. Mitchell and A. H. Tanner for the practice of the law be continued under the firm name of Mitchell & Tanner.

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: That is to say, 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.

Sworn statements made by Judge Tanner before the federal grand jury caused the perjury charges against him. The important extracts from the original and amended contracts follow:

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, all moneys received and all business done by the firm, shall be the equal half thereof, except that for any services which may be rendered by said John H. Mitchell in the City of Washington, D. C., EITHER IN THE COURT OF THE UNITED STATES, THE COURT OF CLAIMS, OR BEFORE CONGRESS, OR ANY OF THE DEPARTMENTS, shall be the individual matter and claim of said John H. Mitchell, and all fees so earned by him in either of said courts or before congress or any of said departments, and his salary as senator shall be the individual property of said John H. Mitchell, and the firm shall have no interest therein.

But for all services rendered by the firm or either member of it in any other place save and except as above, shall be considered firm business and the parties equally interested therein.

The Fake Agreement of December, 1901, Dated March 5, 1901. It is understood that the interest of each of the parties hereto as to all the services rendered, all moneys received and all business done by the firm shall be the equal half thereof, except that for any services which may be rendered by said John H. Mitchell in the Supreme Court of the United States shall be the individual property of said John H. Mitchell, and the firm shall have no interest therein; and that for any and all services which may be rendered by said Albert H. Tanner before any of the departments at Washington, D. C., or any of the branches or bureaus thereof, or in the land department of the government, either at Washington, D. C., or at Oregon, or elsewhere, shall be his individual

matter, and all fees so earned by him shall be his individual property and the firm shall have no interest therein, and said John H. Mitchell shall not be required to perform any services therein except such as he might properly do as senator in congress for any constituent without charge.

In answer to questions by Mr. Healey, Judge Turner continued, in explanation of why the contract was amended:

"I will tell you the circumstances and you can draw your own conclusions from that. When Mr. Mitchell was out here he looked over the contract. We had a contract, but of course this is not the one; we looked that over and there was a clause in it that he thought ought to be changed, and he told me to fix it; and I did draw up this writing here, changing the particular clause that he thought would be dangerous for him; and we signed it. At the time that was done I said to him, 'Now, Mr. Robertson is the only man on earth except you and me that knows to the contrary anything about this agreement, and Mr. Robertson will have to corroborate this thing. Of course, it may get us into trouble.' He said that he would see what he could do with Robertson, or something of that kind. And the agreement was left with me in that shape. I have never had any correspondence or any words with the senator about it since he left here. This contract is an exact copy of the partnership agreement that was signed at this date, March 5, 1901, except as to that clause about the departmental business. That is the one we changed. In all other respects it is the same as the real contract that was signed."

"Have you the original, or an original of the first contract?" the witness was asked, and he replied that he had.

"And you will produce that, will you?" was the next question of the government attorney.

Judge Tanner handed the paper to Mr. Healey.

"That is it," he said. "A little later a supplemental agreement was made that does not affect the question you are asking, but it simply changes the division of the fee, giving me three-fifths and the senator two-fifths."

Judge Tanner also testified to the genuineness of the letter printed below in full.

Mitchell Suggests Testimony. The letter herewith reproduced is one which was sent by Senator Mitchell to his law partner, Judge A. H. Tanner, by Harry C. Robertson, private secretary to the senator, when Robertson started to Portland in answer to the subpoena of the government.

The letter is prized by the government as a very strong evidence, in fact, as a proclamation of the guilt of Senator Mitchell by himself, not in that it makes any direct statements of guilt, but on account of the evident intent of the letter to instruct and lead the testimony of Judge Tanner, should he be called again before the grand jury.

It is taken as an admission of guilt by the senator also, inasmuch as it shows a desire to get away from the terms of the first co-partnership agreement, in stating that he had no interest in any departmental business whatsoever. Also significant is its statement that the senator had no knowledge of any money having been paid to him, by Kribs, when in fact the account was, according to Tanner's testimony, sent to him each month as per agreement.

The letter will be used against Senator Mitchell when he comes to trial on the charge of violating section 1782 of the Revised Statutes of the United States, which provides that no one holding the office of United States senator shall receive any compensation whatsoever for any work done to further matters relating to the work of the government in any department. Senator Mitchell was indicted on this charge February 1 for receiving fees from Frederick A. Kribs for expediting 70 timber claims.

"Burn This Without Fail." For the sake of clarity the letter is printed, as follows: WASHINGTON, D. C., Feb. 5, 1905. My Dear Judge—

I am almost afraid to write a word as these scoundrels will misconstrue everything and distort all that is said. Your friend with letter did not

arrive here until today. Your letter only received at 3 p. m. I have made search for my copy of articles of co-partnership of 1901 but am unable to find it. I think it must be among my papers in office. Harry, of course, prepared these articles. You will see Harry on his arrival. I found our supplemental agreements of date November 1, 1904, which are all right. Harry has these with him. Now the facts are these, and you must deal with them accordingly. First, under our articles I was not to have any interest whatever in any business you might do in any of the departments or in any land matters. Second, as a matter of fact, I never knew until now that any charges for any such services had been credited either to me or the firm or that my account had ever been credited with any part thereof. As I was never furnished with any statement of any bank account or any charges whatever and I had nothing to do with the books nor did I see the same and you will remember several times I cautioned you not to mix me up in any way with any land office matters. Third, to this day I do not know what book entries you have made or what you did with any cash, or checks, if you ever received any for land service. Nor was I ever advised by you or did I have any knowledge that any part of any such cash or receipts was placed either to the credit of our firm or myself. Now, Judge, you will agree with me I am sure these are facts, and I am also sure whatever entries you made you never intended I should have any part of such cash or checks, if any, and that you intended in some way in settling accounts between us no part of any such moneys or checks should be mine, but your individual property. I had supposed, of course, that you had kept all such charges and accounts in your own name. There is no offense on your part in doing business for any honest people in these land matters: I hope, therefore, you will do me the justice at the proper time in giving the facts just as they are and as I have stated them. You must not get rattled or alarmed. Harry will, doubtless, identify the co-partnership articles of 1901 as having been prepared by him. See him at once on his arrival. Don't be interviewed until I see you and now, strictly confidential, don't tell Harry, your son, or anyone, can't

(Continued on page 8.)

INLAND EMPIRE STOCK BREEDERS MEETING AT PULLMAN WAS A GREAT SUCCESS.

N. C. Maris Speaks of the Program and the Exhibit, Both of Which Were Excellent—The Scope of the Exhibit Will Next Year Be Much Wider—Money Is Now Subscribed for Next Year's Premium List—Officers Elected.

Yesterday N. C. Maris arrived after attending the annual meeting of the Inland Stockbreeders' association, which was held at Pullman, Wash., on the 8th and 9th. It was the fourth annual meeting of the association, and in speaking of it yesterday Mr. Maris said:

"The recent meeting was regarded by all present as being the most successful one ever held by the association. People were present from all over the district, which includes Eastern Washington and Western Idaho, and a lively interest was manifested throughout the entire season."

Among the numerous papers read during the session were the following:

"Some Neglected points in feeding," by Prof. George Severance, Pullman; "Feeding Alfalfa for Fattening Purposes," by M. McDonald, Walla Walla; "Experience of an Amateur Feeder With Shorthorns," by J. E. Klemgard; "Care of Livestock on the Farm," by J. L. Smith, Hazelwood; "Breeding and Feeding for the Show Ring," by W. M. Caruthers; "Benefits Derived From Fattening and Showing Livestock," N. C. Maris; "Livestock Conditions in Idaho," by H. T. French, University of Idaho.

On the last day of the session, prizes were awarded for the best grade stock present. The prize for the best grade calf was taken by J. L. Metzker, of Pullman. His calf was a grade Shorthorn, and the prize was \$50. The second prize of \$25 was taken by the Washington Agricultural College.

The first prize for the best grade pig was taken by W. G. Frazier, with a grade Poland China. The second prize was won by J. L. Metzker, with a grade Berkshire.

Next year it is the intention to have also an exhibit of sheep, colts and poultry. During the recent meeting money was subscribed for premiums for next year.

The officers of the Inland Stockbreeders' association are J. L. Smith, Hazelwood, president, and Prof. George Severance, of Pullman, secretary.

ANTI-RUSSIAN RIOTS FEARED

Public Opinion in Constantinople Causes the Sultan Much Uneasiness.

JEWES AGAIN SUBJECTED TO VILE PERSECUTION.

Anti-Semitic Prejudices Break Out in Gomel and Add to the Burdens Which Bureaucracy is Carrying in the Ill-fated Empire—The Situation is Quiet at St. Petersburg, and at Batoum the Strike is Said to Be Ended—Grippenberg Retires From Secondary Command.

Constantinople, Feb. 13.—The sultan, fearing an anti-Russian demonstration, has asked that the steamer Australian, conveying General Stoessel and staff back to Russia, proceed through the Bosphorus without stopping.

Grippenberg Is Out.

St. Petersburg, Feb. 13.—It is officially announced that General Gripenberg will return from the front and be succeeded in command of the second Manchurian army by General Gildering.

Batoum Strike Ended.

Batoum, Feb. 13.—The strike here is ended, with the exception of some dock laborers. All the workmen who struck two weeks ago have returned this morning.

Anti-Jewish Riots.

Berlin, Feb. 13.—The news has reached here of an anti-Semitic riot at Gomel, Russia. One thousand drunken peasants attacked 300 Jews, fogged and maltreated them, and mutilated and murdered a Jewish girl of 17, wounded 100 Jews seriously and 200 slightly. The synagogue was demolished. The police were passive witnesses of the riot.

The Quiet of Death.

St. Petersburg, Feb. 13.—The strike situation continues quiet. The Pulloff iron works will resume tomorrow. At Lodz, Poland, all is quiet, some workmen having returned to work this morning.

Cavalry Engagement.

Tokio, Feb. 13.—A dispatch from the front states that a force of Japanese surrounded a Russian cavalry detachment yesterday, inflicting casualties. Three are dead and 11 wounded.

Japanese Repulsed.

St. Petersburg, Feb. 13.—Kurapatkin reports that a force of Japanese has been repulsed at Tensatum bridge. The Japanese cannonaded Pulloff Hill, killing one Russian and wounding several.

TWINS BORN ON TRAIN.

Oregon Woman Gave Birth to Babies Going at 40 Miles an Hour. A special from San Jose to the Oregon Daily Journal says:

Twins sons were born to Mrs. W. E. Eastburn on a Southern Pacific train at Lathrop about 2:30 o'clock this afternoon, while she and her husband were en route to this city from Oregon City, Ore. A physician happened to be on the train and he cared for the woman. Both babies are healthy ones and with their mother are none the worse for having come into the world under such conditions.

The railroad company ran the tourist sleeper through to this city from Niles to accommodate the mother. Here an ambulance met the train and the Eastburn family were taken at once to the home of her father, W. C. Douglas.

ELEVEN CASES SCARLET FEVER

Four Cases Reported Today by the Quarantine Officer. Four new cases of scarlet fever have been reported today. They are George Fletcher, living at 507 Jackson street; Lee Beam's baby, living at 1490 West Railroad street; William Moore's boy, living at 41 Jackson street, and George Earnest, living at 495 East Webb street. Nearly all of the new cases are reported by the physicians to be of a mild type. Also the cases previously reported are all said to be on the road to recovery, or else to be entirely well.

There are now 11 cases of scarlet fever on file in the city recorder's office, but besides these there are thought to be a number of cases not so recorded. These for the most part are cases occurring in families already under quarantine.